

Policies and Procedures

Towing is considered to be the nearest repair facility within the limits/guidelines of the membership at the point of breakdown. A "repair facility" is defined as a garage equipped and staffed to provide general vehicle repair. If specialty repairs are required, ACCESS cannot guarantee they will be available at this repair facility. If a member chooses to have the vehicle towed to a location beyond these limits, additional costs are the member's responsibility. ACCESS cannot guarantee the parts will be in stock or the repairs will be immediate. The cost of repairs is the member's responsibility. Unless included under a specific membership **RECOVERY** NOT INCLUDED, additional costs are the member's responsibility. Access Roadside Assistance doesn't provide services or towing to any vehicle model year 1998 or older.

This booklet sets out the benefits, services, limitations and responsibilities associated with your membership with Access Roadside Assistance ("Access"). Please keep this booklet as a reference and read it carefully.

Should you have any questions regarding your membership, please call or email support@ accessroadsideassistance.com

1-866-224-5989

### Benefits and Services

## Membership

Your membership with Access commences on the date you submit the required form and pay the monthly/yearly membership fee. Please note: upon notification of funds being received by Access or in turn by and Access vendor broker/partner. Basic services only will be completed. There is a 72 Hour approval period from the time the application is submitted either by telephone or online Monday through Thursday in order for full services to be available. When applying Friday, Saturday or Sunday your application may be approved on the following Monday (excluding holidays) or as described above. Coverage is valid for a one year term. For example, if your coverage commenced on October 11, 2021, it would be valid until midnight on October 10, 2022.

There is a 7-day money back guarantee from the time of activating or renewing your Access membership. If you cancel within 7 days of your activation or renewal date, a refund will be issued less: (a) any discounts, gift cards, vouchers, coupons or claims you have made within the first 7 days of your membership, and (b) a \$35.00 charge plus tax where applicable per member to cover administrative costs incurred by Access.

If your membership is cancelled by you at any time after the expiry of the 7-day money back guarantee period, no refund will be issued under any circumstances.

Your membership may be upgraded at any time or renewed, provided that the membership has not been used prior to the upgrade request. The member must pay the full difference between the initial membership fee and the upgraded membership fee.

Access may offer a renewal of your membership prior to your membership's expiry. The terms of the renewal shall be as set out in the renewal document sent to the address indicated in the contact information provided to Access.

Access reserves the right to cancel any membership for any reason, at any time, whatsoever effective at the time of cancellation either by telephone or online. If Access elects to cancel a membership, Access will email/mail a cancellation notice to the address of the member as indicated on their membership form or such updated address as the member has provided to Access, along with a Pro-rata refund of the membership fee, if

#### **Outline of Benefits**

Depending on the type of membership you have, you are entitled to different benefits. The benefits associated with the various memberships are set out in the table below. Further explanations of the benefits in the table are described in the "Definitions" portion of this Benefits and Services section. Please review the table to determine the benefits to which you are entitled.

Membership	Services Provided
1. Basic  Recovery not included**. Flat bed tow truck or dollies not included under this membership.	<ul> <li>Coverage for Cars, Trucks (up to 1/2 ton payload capacity)</li> <li>Covers the membership holder</li> <li>5 Roadside Assistance calls</li> <li>2 tows to the closest garage from point of breakdown up to 7.5 km's/5 miles each</li> <li>Membership Covers*; battery boost, locksmith (up to \$50), unlock, flat tire, breakdown, fuel delivery (cost of fuel extra)</li> </ul>
2. Advantage  Covers membership holder and their registered vehicles that they are the primary operator of Recovery not included**.1 ton (payload capacity)	<ul> <li>Coverage for Cars, Trucks (up to 1 ton), Motorcycles</li> <li>5 Roadside Assistance calls</li> <li>2 tows to the closest garage from point of breakdown up to 140 km's/88 miles each or 1 tow up to 280 km's/175 miles to closest garage (Highway mileage only)</li> <li>Membership Covers*; battery boost, locksmith (up to \$100), unlock, flat tire, breakdown, fuel delivery (up to \$15)</li> </ul>
3. Family Covers member ship holder and their registered vehicles that they are the primary operator of. Recovery not included**. 1 ton (payload capacity)	<ul> <li>2 Memberships included, all members must reside at the same household</li> <li>Coverage for Cars, Trucks (up to 1 ton), Motorcycles</li> <li>5 Roadside Assistance calls</li> <li>2 tows to the closest garage from point of breakdown up to 140 km's/88 miles each or 1 tow up to 280 km's/175 miles to closest garage (Highway mileage only)</li> <li>Membership Covers*; battery boost, locksmith (up to \$100), unlock, flat tire,</li> <li>Breakdown, fuel delivery (up to \$15)</li> </ul>
Premium     Covers membership holder and their registered vehicles that they are the primary operator of. 1 ton (payload capacity)	<ul> <li>Coverage for Cars, Trucks (up to 1 ton), Motorcycles</li> <li>6 Roadside Assistance calls</li> <li>2 tows to the closest garage from point of breakdown up to 200 km's/125 miles each or 1 tow up to 400 km's/250 miles to closest garage (Highway mileage only)</li> <li>Membership Covers*; battery boost, locksmith (up to \$200), unlock, flat tire, breakdown, fuel delivery (up to \$25), recovery (i.e. vehicle in snow, mud, ditchup to 1hr recover included)</li> <li>Breakdown cab fare up to \$50</li> </ul>

<sup>\*\*</sup> Unless purchased as an add-on to the plan

5. Elite  Covers membership holder and their registered they are the primary operator of. 1 ton (payload capacity)	<ul> <li>Coverage for Cars, Trucks (up to 1 ton Motorcycles</li> <li>7 Roadside Assistance calls</li> <li>3 tows to the closest garage from point of breakdown up to 200 km's/125 miles each or 1 tow up to 400 km's/250 miles to the closest garage (Highway mileage only)</li> <li>Membership Covers*; battery boost, locksmith (up to \$200), unlock, flat tire, breakdown, fuel delivery (up to \$50), recovery (i.e. vehicle stuck in snow, mud, ditch - up to 1hr recovery included)</li> <li>Breakdown cab fare up to \$150</li> <li>Hotel Rental* to maximum 4 nights per stay, up to \$250 per night inclusive of taxes, max 2 stays annually</li> <li>Food Allowance* of \$100 per day</li> <li>Vehicle Rental* to a maximum 4 days at \$120 per day</li> <li>One-way Airline Ticket* to destination, max 2 flight annually up to \$500, inclusive of taxes and fees</li> </ul>
6. RV Coverage Recovery not included**. 1 ton (payload capacity)	Can be added to the Advantage and Family memberships  Coverage for Trailers (Boats & Camper), 5th wheels and Class A, B, C Motorhomes  Covers the RV Registered with Access  5 Roadside Assistance calls  2 tows to the closest garage from point of breakdown up to 140 km's/88 miles each or 1 tow up to 280 km's/175 miles to the closest garage (Highway mileage only)  Membership Covers*; battery boost, locksmith (up to \$200), unlock, flat tire, fuel delivery (up to \$20 or closest gas station), breakdown  Emergency Waste Tank Evacuation* - 1 per year (maximum travel of 50km/31 miles & max \$150 including tax where applicable)
7. RV Coverage 1 ton (payload capacity)	Can be added to the Premium and Elite memberships  Coverage for Trailers (Boats & Camper), 5th wheels and Class A, B, C Motorhomes  Covers the RV Registered with Access  6 Roadside Assistance calls  2 tows to the closest garage from point of breakdown up to 200 km's/125 miles each or 1 tow up to 400 km's/250 miles to the closest garage (Highway mileage only)  Membership Covers*; battery boost, locksmith (up to \$400), unlock, flat tire, fuel delivery (up to \$80), breakdown  Breakdown cab fare up to \$100, recover (up to 1hr of recovery included)  Emergency Waste Tank Evacuation* - 2 per year (maximum travel of 150km/94 miles & max \$200 including tax where applicable)  Hotel Rental* to maximum 3 nights per stay, up to \$150 per night inclusive of taxes, max 2 stays  Food Allowance* of \$100 per day  Vehicle Rental* to maximum 3 days per year at \$80 per day including taxes

8. PLUS / Motorcycle / Scooter	<ul> <li>Coverage of Motorcycles &amp; Scooters</li> <li>Covers members Motorcycle or Scooter only</li> <li>4 Roadside Assistance calls</li> <li>Includes 2 tows to the closest garage from point of breakdown up to 40km's/25 miles each</li> <li>Membership Covers*; Battery Service, Gas/Fluid Service (up to a maximum of \$10, where available), Lost key/lock service (up yo \$50), extrication &amp; winching (30 minutes maximum recovery &amp; 1 truck)</li> </ul>
9. Recovery/ Winch/ Extraction	<ul> <li>→ Please Note: Extrication/Recovery from mud, snow, sand etc. is NOT covered under the BASIC, ADVANTAGE or FAMILY memberships UNLESS IT HAS BEEN PURCHASED AS AN ADD ON. The cost is \$14.95 per person (plus tax) per calendar year. Fine print: You cannot purchase this after you find yourself stuck or in need of assistance. Program must be valid prior to any assistance being sent out.</li> <li>→ Recovery/Winch Service         This program covers members who require assistance when stuck/lodged in a ditch, mud, sand, or snow, provided the vehicle is in an area immediately adjacent to a regularly maintained asphalt or gravel road (to a maximum of 11 feet) and can be safely reached with standard automobile servicing equipment. Service includes the use of one truck and includes one hour of recovery. If extra equipment is required, this cost would be the responsibility of the member. Shoveling snow to free or gain access to a snowed-in vehicle is not covered. Towing assistance will NOT be provided for vehicles disabled or stuck in a non-regulary traveled area; i.e. vacant lot, open field, beach, private or impassable road, mud trail, gravel road, construction site or non-government maintained roads year round. Logging camps, oil fields/patches, gravel pits, hiking trails, mining camps and or the roads, trails, or paths in or out. </li> </ul>
10. Wheel / Tire Program	Flat Tire Repair  If your tire is damaged due to a road hazard excluding a motor vehicle accident and can be safely repaired, we'll cover the repair up to \$75 per tire, per occurrence. To a maximum of two tires per occurrence. To a maximum of \$300.00 annually. If your vehicle is involved in a motor vehicle accident that is covered by your insurance company regardless of whether you have comprehensive insurance coverage, this service is not valid.  Continued

<sup>\*\*</sup> Unless purchased as an add-on to the plan

#### ➡ Tire Replacement Coverage

If a tire is not repairable due to a puncture, bruise, impact break or other road hazard, excluding a motor vehicle accident. We will cover the cost of a new tire up to the current wholesale selling price.

#### ➡ Wheel Replacement and Repair

If your wheel is damaged by a road hazard and cannot maintain an airtight seal or the tire cannot be balanced, we will repair your wheel to a maximum of \$350.00 (plus tax annually). Maximum allowed claim allowance is no more then two wheels per occurrence \$1,000.00 annually. If your vehicle is involved in a motor vehicle accident that is covered by your insurance company regardless of whether or not you have comprehensive insurance coverage, this service is not valid.

#### 11. ROAD KING (COMMERCIAL TRUCKS)

Program includes a total of 5 roadside assistance calls in a calendar year of which two (2) are tows and three (3) are service calls.

Towing Assistance (up to 80 km's or 50 miles per disablement).

When your Covered Vehicle is disabled due to a mechanical breakdown, it will be towed from point of breakdown to the nearest service garage up to fifty (50) miles (80) km's or up to two (2) hours port-to-port, dependent on how the service provider charges. The truck for purposes of towing includes both the tractor and trailer, Provincial/state law permitting. Any expenses incurred beyond membership limits will be the responsibility of the member, payable directly to the service provider, and are not reimbursable. In either case, service is limited to one tow or service call per disablement. Accident scene are not covered under this program regardless of whether the member has insurance coverage or not \$600.00 per occurrence.

- → Flat Tire Assistance (up to \$150 per occurrence). Service consists of the removal of the flat tire for the Covered Vehicle, and its replacement with the mounted spare tire located with the Covered Vehicle, up to \$150 per occurrence. The truck program for flat tire assistance excludes coverage for trailers.
- Tire Replacement Assistance (up to \$100 per disablement) When a replacement tire is needed for the Covered Vehicle, the cost of the service call to deliver a replacement tire to the disablement site will be covered up to \$100.00 per occurrence. Coverage does not cover cost of the tire and its installation.
- ■Tire Repair Assistance (up to \$100 per occurrence) Service consists of a roadside tire repair for a mounted tractor tire, up to \$100 per occurrence. Tire repair assistance excludes service to the trailer tires
- Mobile Mechanic Service (up to \$100 for service call) Mobile Mechanic Service is available for the Covered Vehicle in lieu of

towing, if the disablement can be resolved roadside, up to a maximum of \$100.00 per occurrence. You must pay for any mileage, parts and labour. (Some conditions apply where applicable)

# → Oil, Fluid and Water Delivery Service An emergency supply of oil, fluid and water will be delivered if your Covered Vehicle becomes disabled due to running out of fluids, up to \$100 per occurrence. You must pay for the cost of the

#### oil, fluid or water, if any. **⇒Fuel Delivery Service**

A supply of fuel will be delivered if your Covered Vehicle is in need, up to \$100 per occurrence. You must pay for the cost of fuel. Some conditions apply.

- Lock-out/Replacement Key Assistance (up to \$100) If your keys are locked inside the Covered Vehicle, assistance will be provided to gain entry into the Covered Vehicle up to \$100.00 benefit limit. In the event there are no keys found, and a replacement key is needed, you will be covered up to the maximum benefit amount of \$100.00 for the total cost of lockout service and a new key.
- Jump-starts (up to \$150 per occurrence). If battery failure occurs, a jump-start will be provided to start your Covered Vehicle, up to \$150 per occurrence. (No more than one jump start per 24hr period.)
- →Pull Start (up to \$100 per occurrence). A pull start may be available for the covered vehicle in lieu of a jumpstart, if available, up to \$100 per occurrence.
- → Replacement Battery Delivery (up to \$100 for service call). In the event a battery is needed, one can be delivered to your location. The cost of the battery, parts, and labor are members expense. A battery delivery service call will be covered up to \$100.00 for service call only and will not be covered if the service call was requested after a successful or failed jump start service. (Where applicable)
- Replacement Part Delivery (up to \$100 per occurrence. Replacement part delivery, if available, will be provided up to \$100 per occurrence to cover the delivery only. Member is responsible for the cost of the part(s). This service may not be available in all regions. Member is responsible for installation and labor. SEE LIMITS OF POLICY FOLLOWING.

Membership pricing is for one year. Membership is fully earned at inception. \*Some Conditions Apply, see membership policies and procedures for definitions and detailed descriptions.

#### Limits of Policy for Road King

The following items are NOT included as part of the roadside assistance benefit:

- 1. Pre-existing conditions prior to membership activation.
- 2. Service for any trailer which must be separated from the tractor.
- Service to vehicles with expired safety inspection sticker(s), license plate sticker(s), and/or emission sticker(s) where required by law.
- 4. Vehicles located at storage facilities.
- Cost of parts, replacement tires, fluids, lubricants, cost of installation of products, material, and additional labor relating to towing.
- 6. Priming of the fuel system.
- 7. Any fees relating to the mounting of a drive shaft.
- 8. Tire repair on Steer or Trailer Tires.
- Tire replacement at any location other than a roadside disablement site.
- 10. Any and all taxes, fines and tolls.
- Non-emergency towing or other non-emergency service including but not limited to mounting or removing of any tires, snow tires, offroad tires, chains or similar items.
- 12. Shoveling snow from around a vehicle.
- Service when a vehicle is snowbound in unplowed areas such as snow banks, snowbound driveways or curbside parking.
- 14. Damage or disablement due to flood, fire, or vandalism.
- Towing from or repair work performed at a service station, garage, truck stop with on-site repair facility, dealership or repair shop.
- Service on a turnpike where only State/Provincial service providers are authorized to operate.
- Service on a vehicle that is not in a safe condition to be towed or serviced or that may result in damage to the vehicle if towed or serviced.
- Towing as a result of an accident that is or is not covered by the members insurance company.
- Towing or service on roads not regularly maintained, such as sand beaches, open fields, forests, and areas designated as not passable due to construction, etc.
- Towing at the direction of a law enforcement officer relating to traffic obstruction, impoundment, abandonment, illegal parking, or other violations of law.
- 21. Towing for the purpose of disposal (e.g., salvage facility).
- Towing of vehicle off a boat dock or marina unless such facilities are used for intermodal and ocean freight purposes.
- 23. Towing from any location other than a roadside disablement site.
- 24. Coverage shall not be provided in the event of emergencies resulting from the use of intoxicants or narcotics, or the use of the Covered Vehicle(s) in the commission of a felony.
- Repeated service calls for a Covered Vehicle in need of routine maintenance or repair.
- 26. Excessive claims for covered services will result in cancellation and may result in non-renewal of the membership. Excessive use is defined as using a combination of the following services; towing, jumpstarts, mobile mechanic, fuel delivery, 3 times within a 3-month period.
- More than one disablement. Only one (1) disablement during any seven (7) day period will be accepted (subject to "excessive claims").
- Services received independently from Access Roadside Assistance without prior authorization from Access Roadside Assistance.
- 30. Service while at scales.

Excessive claims for services will result in cancellation and may result in non-renewal of the membership. Excessive use is defined as using a combination of the following services; towing, jumpstarts, mobile mechanic, fuel delivery, 3 times within a 3-month period.

#### **Definitions**

The terms as used above in the Outline of Benefits have the meaning as set out below.

General Breakdown Assistance: Access will work with our network of Service Providers to arrange an onsite "troubleshooting" of a mechanical breakdown of the vehicle. The Service Provider may not be a qualified mechanic. Access accepts no liability for the acts of the Service Provider in providing this assistance. This service is not meant to replace the service of a qualified mechanic, nor does it include the delivery or installation of any new parts.

Towing Service: Access will work with our network of Service Providers to arrange towing service. The Service Provider will tow your vehicle using standard towing equipment, within the distance limits established in the membership plan selected. Note that coverage does not include costs associated with accident clean up, waiting time and/or vehicle storage fees. All other conditions, restrictions and limitations on service set out in this Handbook also apply to this service. Regardless of anything to the contrary in this booklet, or in your benefits package, please note that Access will cover up to a maximum of \$500 per occurrence for towing charges, plus tax where applicable. It is at the discretion of the Access operator whether or not Access will pay mileage to the incident scene. Access responsibility is from incident to repair shop.

Battery Boost Service: Access will work with our network of Service Providers to arrange battery boost service. The Service Provider will attempt to restart your vehicle by boosting the vehicle battery. If the vehicle will not start, a tow may be provided at the member's expense. No more than one battery boost permitted every 21 days.

Fuel Delivery Service: Access will work with our network of Service Providers to arrange fuel delivery service. The Service Provider will deliver an emergency supply of fuel. For safety reasons, we are unable to deliver propane. Should you require diesel fuel, we will either provide diesel or tow you to a diesel service station at the member's expense within the distance limits established in the membership you selected. Costs for the fuel delivered differ depending on the type of membership selected. Fuel Delivery is based on availability as some Service Providers may not carry fuel due to insurance and safety regulations.

Lock-Out Service - Non-Locksmith: Access will work with our network of Service Providers to arrange lock-out service. The Service Provider will attempt to open your vehicle using standard, non-locksmith lock-out servicing equipment. Members are solely responsible for any damage resulting from this entry attempt. If keys are locked in the trunk and there is access to the trunk from the passenger compartment through a trunk release or fold-down seats, the Service Provider will unlock the

doors using lock-out service equipment. If there is no access to the trunk from the passenger compartment, a tow to the closest service facility will be provided at the member's expense. Under the guidelines of the membership plan.

Locksmith Service: Access will work with our network of Service Providers to arrange the services of an accredited locksmith in the event a member is locked out of their vehicle. Access shall not be responsible for any damage resulting from this entry attempt. If keys are locked in the trunk and there is access to the trunk release from the passenger compartment through a trunk release or fold-down seats, the Service provider will unlock the doors. If there is not access to the trunk from the passenger compartment and the locksmith is unable to unlock the trunk on-site, and a tow to a service facility is required the tow will be provided at the member's expense. The maximum amount covered for the services of a locksmith vary from membership to membership. Please refer to your individual membership to determine the amount of coverage.

Flat Tire Change: Access 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. If there is no spare tire/rim Access will cover the cost of a service call only. It is the member's responsibility for towing to a repair facility. The mounting or dismounting of chains is not covered under this program. If a flat tire change is required while the vehicle is disabled on a busy highway and/or intersection, the vehicle may be (at the discretion of the operator) towed to a safer location and the flat tire will then be replaced. Under the guidelines of the membership plan.

Recover/Winching Service: Access will work with our network of Service Providers to arrange recovery/ winching service. The Service Provider will attempt to recover eligible vehicles from any ditch, mud, sand or snow, provided it has become stuck in an area immediately adjacent to a regularly maintained asphalt or gravel road (to a maximum of 11 feet) and can be safely reached with standard automobile servicing equipment. Coverage for this service varies for different memberships. Recovery of a vehicle with a 4x4 tow truck or similar equipment not included. Please refer to your membership coverage to determine the services offered. Some conditions apply. This option may not be available on all plans.

Trip Accident Assistance: In the event of a breakdown Access will provide certain travel expenses. Access may, at its sole discretion, require verification of the accident or breakdown incidence. The expenses covered vary from membership to membership. Please refer to your membership to determine what expenses may be covered. In the event there are multiple options for delivering the member to their eventual destination, the mode of transportation provided shall be at the sole discretion of Access. The services offered are:

Cab-Fare: Access will reimburse you for cab fare up to a maximum of the amount indicated in your membership plan. This service is provided once for each breakdown. Applies to Premium and Elite members only.

**Airfare:** Access will arrange for airfare on the carrier of its choice, up to the maximum of the amount indicated in your membership plan to the previously planned destination of the member. **Elite members only.** 

Hotel: All hotel reservations must be arranged through an Access representative. Members are required to contact Access Roadside Assistance at the time the service is required. In the event that a hotel is not available, Access shall reimburse the member up to the maximum of the amount indicated in your membership plan. Elite members only.

Food: In the event that transportation is not available for the member, Access shall reimburse the member up to the maximum of the amount indicated in your membership plan. A minimum 12 hours stay is required for food cost reimbursement For the purposes of Trip Accident Assistance benefits under your membership, breakdown shall mean an event of mechanical failure of the eligible vehicle such that, in the opinion of a qualified mechanic, the vehicle cannot be driven safely, or without causing further substantive damage to the vehicle. Elite members only.

#### General Terms and Conditions of Benefits

#### Reimbursement where Coverage Unavailable

While Access strives to provide services across United States & Canada, there may be certain areas of United States & Canada where Access does not provide coverage or where coverage is unavailable. In the event a member has a breakdown in a region which is not covered by a Service Provider, Access shall reimburse the member for costs incurred in relation to such breakdown. Some conditions apply.

#### Terms for Reimbursement

In order to be reimbursed for any benefit under your membership, the member must first obtain a claim Number from Access before incurring any costs for which the member is seeking reimbursement. The member must then provide to Access proof of payment of such expense in a form acceptable to Access within

thirty (30) days such expense was incurred. Provided that the claimed expense complies with the requirements of your membership, Access shall mail a cheque to the member for the reimbursement amount within 60 days of receipt of the request for reimbursement.

#### Maximum Callouts Exceeded

In the event that a member exceeds the maximum number of callouts permitted for a particular membership plan, Access shall continue to provide service to the member on the express understanding that all costs associated with callouts over and above the maximum allowable number of callouts will be charged to the member.

#### Service Providers

The services provided under your membership are generally performed by our network of Service Providers. The Service Providers are independent contractors retained and paid by Access. Access takes steps to ensure that the Service Providers are qualified and provide proper service to Access members, but ultimately the Service Provider is responsible for the work performed.

#### Service during Severe Weather

When severe weather conditions prevail, service may be delayed because of heavy demand for roadside assistance. Under these conditions, towing service may be limited to the nearest repair facility at the discretion of Access. In addition, members calling from an exposed or unsheltered area will be given priority over members requesting service from the safety of a home or office.

# Limits of Policy

This membership is not to be used for the following purposes:

Provide towing or road services applicable to insurance claims or incidents for which the member has coverage regardless of whether the member claims it or not under their insurance policy (i.e. vandalism, fire, comprehensive claims, etc.). Does not cover any type of motor vehicle accident.

Tow your vehicle from a repair facility because you did not approve of the quoted cost of repairs.

Provide second or additional tows by an Access Service Provider on the same breakdown (for example: Access will 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.)

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 to any destination after emergency service has been provided, except as specified in the membership benefits.

Pay for the cost of any incidental expenses such as accommodation, meals, vehicles, rentals, etc. as a result of your vehicle's breakdown, except as specified in the membership benefits.

Provide service to any vehicles in excess of 3,600kg (8,000lbs.), all-terrain vehicles, snowmobiles, dune buggies, trailers of any description, taxicabs, tow trucks, snow plows, tractors, limousines, boats, and dual-wheeled vehicles, vehicles used for competition, unlicensed vehicles and impounded or theft-recovered vehicles except as specifically permitted by your membership. Excluding RV Extensions/Road King.

If towing is required within the first twenty one (21) days of purchase. Or a membership has been renewed after original expiry. Access will cover the Hookup/Load and or Deck/Dollies charges only (all membership types included). The member is responsible for mileage to and from point of breakdown. NOTE: the 21 days starts after the 72 hour approval period has expired.

Tow a vehicle to or from a scrap yard, police impound or towing compound.

No services will be provided to vehicles which require assistance in logging camps, oil fields/patches, gravel pits, beaches, hiking trails, mining camps and or the roads, trails, paths in or out.

Towing assistance will not be provided for vehicles disabled or stuck in a non-regularly traveled area; i.e. Vacant lot, Open field, Beach, Private or Impassable road, Mud trail, gravel road, Construction site or non Government maintained road year round. Logging camps, Oil Fields/Patches, Gravel pits, Hiking trails, Mining camps and or the roads, trails, paths in or out.

Due to Insurance and Provincial/State laws Access cannot tow any vehicle that has a leaking or punctured fuel tank.

Provide repeated service calls for a vehicle that in the sole opinion of Access needs routine maintenance or repairs.

Provide service to unattended vehicles. A licensed driver must be present when service is being rendered.

Provide slow battery charging at roadside, or cover the cost of such charge at any time thereafter.

Cover the cost of locksmith services for key cutting, lost and/or broken keys or unlocking the vehicle trunk, except as specified in the membership benefits.

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 membership you selected.

Provide any towing in connection with the provision by a member of mechanic or similar services, whether for profit or not.

In the event a member uses, or attempts to use the services of Access for any purpose for which the membership is not intended, Access may:

- 1. Demand full reimbursement for such services provided, and the member hereby agrees to reimburse Access for all costs for services provided outside of the terms of their membership; and
- 2. Immediately cancel the membership, with no refund payable to the member.
- Notice this membership is not intended for use as a maintenance or service program.

The pro-rate amount of fees held after the membership is canceled shall be deemed liquidated damages, but shall not preclude Access, in its sole discretion, from seeking further damages from the member if Access deems it to be appropriate in the circumstances.

#### Limit one service/tow call per 24 hour period.

Access Roadside Assistance dose not provide services or towing to any car/truck/ or motorcycle/ scooter model year 1998 or older. Some conditions apply.

Access Roadside Assistance does not provide services or towing to any commercial vehicle model year 2000 or older.

# Limitation of Liability

Access strives to be the finest emergency Service Provider network across United States & Canada. However, since the Service Providers are independently owned and operated, Access cannot assume liability for:

any loss or damage to a member's vehicle or personal property;

a loss of time or inconvenience:

rental or replacement of vehicle required as a result of the actions of a Service Provider; or

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 the Access member 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 to solve the problem as quickly as possible. 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 Access Customer Service at 1-866-224-5989.

Access assumes no liability for fraudulent use of your membership card in the event it is lost or stolen.

# Amendments to Membership Terms and Benefits

Access reserves the right to amend the terms and conditions of the membership at any time. Access will provide thirty (30) days advance notice before any change to the membership which may materially affect the benefits and services provided in your membership. Upon receipt of the notice of change, the member may cancel their membership and receive a Pro-rata refund of their yearly fees, minus a further \$35.00 per member plus applicable taxes charged to cover Access' administrative costs.

# Rewards Program

What better way than by rewarding our members with unbeatable savings on everything from restaurants and hotels to car rentals and groceries?

#### **HOW DOES THE PROGRAM WORK?**

Members who sign up for the Rewards Program will receive log-in details to our fully protected and branded site where they can redeem their purchases at the point of sale.

Members can browse for deals by category (Automotive, Car Rental, Condos & Resorts, Dining & Food, Entertainment & Recreation, Hotel, Shopping, and Travel), by offer type (New, Expiring, In-Store, Online, By Phone), Brand, Partner Offer, geographic location, or keyword.

#### WHAT REWARDS ARE AVAILABLE?

- Dining Discounts Enjoy savings of up to 50% off at over 70,000 dining locations nationwide, including fine restaurants, casual dining, fast food, desserts, catering, take-out, delivery and more.
- Hotel Accommodation Take advantage of the best available rates at over 31,000 name-brand hotels worldwide including Wyndham, Best Western and Choice Hotels.
- Recreation & Entertainment Access Take in the sights like never before with up to 50% off at nearly 20,000 locations like popular theme parks, professional sporting events, theater productions, bowling alleys, laser tag, white-water rafting, museums, arcades, high-adventure excursions, cultural events and much more.
- Travel Package Savings Pack your bags with savings up to 50% off to be exact-on travel packages worldwide with preferred rates from national travel agencies on allinclusive vacations.
- Car Rentals Enjoy exclusive deals at the most prominent car rental companies as well as free upgrades, free days, and other exclusive offers for any travel season.
- Condo Discounts With savings of up to 50% off on over 4,500 condominium rentals, you will experience the lap of luxury at unbeatable prices.
- Automotive Discounts Save on everything from oil changes and tune-ups to major repairs and body work at over 40,000 locations throughout Canada & the USA.
- Shopping Discounts From apparel, electronics, home decor, department stores, furniture, appliances, and even groceries, save up to 50% on the things you buy every day at over 35,000 locations - both in-store and online.

Have questions? Call us anytime at 1-888-408-3208 for more information.

NOTICE: The Rewards Program is automatically included in Family, Elite, and Premium roadside assistance packages.

REWARDS PROGRAM HELPLINE 1-888-408-3208



# Roadside Assistance / Dispatch Ph. 1-866-227-2213 (24hr)

# Website

www.accessroadsideassistance.com

# Online Help/Support

support@accessroadsideassistance.com

# Customer Service / Questions

Ph. 1-866-224-5989

#### Canada

PO Box 61534, Brookswood R.P.O. Langley, BC, V3A 8C8

#### USA

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