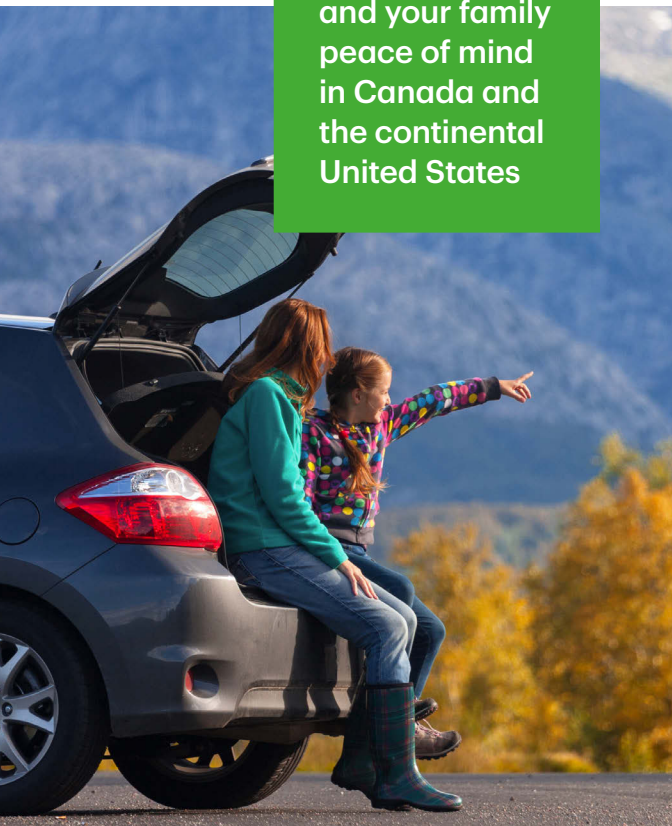




Standard TD Auto Club Membership Handbook

Ensuring you
and your family
peace of mind
in Canada and
the continental
United States



TD Auto Club is provided by Dominion Automobile Association (2004) Limited (“DAA”, “we”, “us”, “our”), an independent service provider who has agreed to provide the benefits listed in this Handbook.

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Welcome to TD Auto Club

As a valued member, you can enjoy Standard TD Auto Club¹ services for 12 months anywhere in Canada and the continental United States, so you and your family have security and peace of mind while on the road. You now have 24/7 access to Emergency Roadside and Towing Services.²

Please take a few moments to read this Handbook to understand how to take full advantage of your roadside assistance services and reimbursement options.

Requesting Roadside Assistance

**For emergency assistance
24 hours a day, 365 days a year**

In Canada and the continental United States, call: **1-800-265-1289**

Please have the following information available when you call:

- Your primary telephone number and mailing address
- The exact location of your vehicle
- The make, year, colour and licence plate number of your vehicle

TrxNow

Roadside events rarely occur at a time that is convenient, and nothing is more frustrating than not knowing when help will arrive. TrxNow technology offers TD Customers real-time visibility to track all aspects of the service call, including provider status, expected time of arrival and service call updates. With your satisfaction as our highest priority, TrxNow gets you and your vehicle off the road faster and safer than ever before.

TrxNow is a web-based application with no download required. Simply call **1-800-265-1289**, and follow the prompts to receive a text message with a link that will allow you to start the process.



Membership General Information

- Your TD Auto Club membership covers you when driving any car, anywhere in Canada and the continental United States.
- Your TD Auto Club membership will renew automatically on your TD Credit Card until cancelled by you as long as your TD Credit Card Account is open and in good standing.
- Your primary telephone number serves as your TD Auto Club membership identification.
- Your spouse or dependent children aged 16 to 22 who reside with you are each eligible for an associate membership at a nominal fee per associate member in the program.
- If your address should change over the course of your membership, it is up to

you to contact us at **1-800-265-1289** and inform us of any changes or corrections that need to be made to your personal information.

- If your TD Credit Card number or expiry date changes please contact us at **1-800-265-1289** to provide your new information.
- If you or your registered associate members have received roadside assistance outside of the TD Auto Club membership and paid for those services separately, we have reimbursement options which allow you to claim for reimbursement up to the stated limits listed in this Handbook, subject to our final determination. For more information regarding your reimbursement options, contact us at **1-800-265-1289**.
- Standard TD Auto Club members benefit from up to six roadside assistance dispatch calls or claims for reimbursement for any service per membership year. Associate members may utilize up to three (3) roadside assistance dispatch calls or claims for reimbursement for any service per membership year.



Submitting a Claim

To claim reimbursement benefits, a claim must be submitted to us within 30 days of the incident. The claim must be accompanied by applicable receipts and include your full name, phone number, and address. Emergency Roadside and Towing Service claim reimbursements should include description of the breakdown, service required and a detailed repair bill.

Once the claim is verified and approved, we will mail you a reimbursement cheque to your address on file.

Email your claim to TDClaims@DAA.ca
or mail your claim to:

TD Auto Club Claims
P.O. Box 5817
London, ON N6A 4T3

DAA maintains the TD Auto Club emergency assistance phone number, email and mailing address and should only be used for the purposes of communicating with TD Auto Club.



Emergency Roadside and Towing Services

You can count on TD Auto Club when you need emergency roadside assistance. Call the toll-free number, and our representative will direct you to the appropriate service centre to provide you with the prompt and efficient service that you need. Our service centre network extends across Canada and the continental United States. You do not have to pay for any covered services listed below:

Dead Battery, Tire Change and Gas Delivery Services – Up to 20 kilometres

We'll help you get back on the road in a hurry should you:

- Have a dead battery
- Require a tire change (not including repairs)
- Require delivery of gas to a stranded vehicle (not including cost of fuel).

Reimbursement option:

Up to \$50 per roadside event

Lockout Service – Up to 20 kilometres

In the event that you should lock keys in your vehicle, service to open your locked vehicle can be provided by a locksmith approved by us or a service centre within 20 kilometres of your vehicle, at no cost.

Please note that you assume full responsibility for any damage to the vehicle as a result of an entry attempt.

For keys locked in the trunk, access must be available through the passenger compartment. Cost of keys for Lockout Services are not included.

Reimbursement option:
Up to \$50 per roadside event

Breakdown Towing – To the nearest service centre

TD Auto Club services will be there should your vehicle experience a mechanical breakdown disabling it from proceeding under its own power. Your disabled vehicle will be towed from the site of the breakdown to the nearest service centre within 5 kilometres of your vehicle's location. Should you choose to go to a different service centre outside of the initial 5 kilometres, additional fees will apply.

If you find yourself in an area where there isn't a service centre within 5 kilometres, we'll bring you to the nearest one within 20 kilometres, at no cost.

Reimbursement option:
Up to \$50 per roadside event

Eligible towing costs are those incurred for moving your disabled vehicle from the site of the breakdown **to the nearest repair service centre** within 20 kilometres for repairs. (Storage fees not included.)

Winching Services – Within 20 kilometres

We will also cover the cost of winching services if your vehicle is stuck in snow or a ditch, and, once removed, can proceed under its own power. The vehicle must be accessible and located on, or adjacent to, a regularly travelled road and within 20 kilometres of a service centre.

Winching services do not apply if the vehicle is not able to proceed under its own power due to damage and needs to be towed.

Reimbursement option:

Up to \$50 per roadside event

DAA, The Toronto-Dominion Bank and the service centre assume no liability for any damage that may be caused during the performance of winching services. Service centres will take every step possible to avoid incurring any damage to the vehicle. However, if any damage does occur, a claim cannot be placed other than with the vehicle insurance provider.

What you should know about the Emergency Roadside and Towing Services

After you receive Emergency Roadside or Towing Services, it is your responsibility to have the vehicle fixed (if repair is required). Evidence of repair (where repair to your vehicle is needed) will be required for any repeat requests for Emergency Roadside and Towing Services, otherwise the cost of such repeat requests will be payable by you.

Motor homes or recreational vehicles

Should your breakdown occur out of reach of a service centre that is equipped to service motor homes/recreational vehicles, we will attempt to contact the closest service provider

for assistance, if available, and may reimburse you for any services received for your motor home/ recreational vehicle, to a maximum of \$50.

Note: Motor homes/recreational vehicles over 8,000lb/ 3,600 kg are only covered on a reimbursement basis.



Membership Agreement and General Conditions

Membership Agreement

- TD Auto Club services, account administration and support are provided by Dominion Automobile Association (2004) Limited (“DAA”, “we”, “us” or “our”), which has agreed to provide the Emergency Roadside and Towing Services (“Benefits”) listed in this Handbook to members of TD Auto Club (“members”), subject to this Membership Agreement as set out here in this Handbook.
- Our records determine the commencement and termination dates of your coverage and will be evidence of your eligibility to claim benefits.
- Your TD Auto Club membership is not transferable and is limited to personal use only.

General Conditions

Definitions

For the purposes of this Handbook:

“vehicle” shall mean any motor car, truck, bus, motor home, recreational vehicle or motorcycle with a G.V.W. of less than

8,000 lb/3,600 kg, but shall not include any snowmobile, farm tractor, farm or construction machine or any other vehicle not normally intended to be driven on public roads or highways. All vehicles must be plated, with current registration and vehicle insurance.

Any vehicles used for business or commercial purposes, any vehicles displaying a dealer plate, and any vehicles for hire, such as taxis, limousines or buses, are not vehicles for the purposes of this Handbook.

“traffic accident” shall mean the upset or collision of a vehicle with any object, moving or stationary

Exclusions

Benefits as described in this Handbook will **not** be provided:

- a) Where you are driving the vehicle and there is any indication of consumption of alcoholic beverages or narcotics; or where you are not in possession of a valid licence to operate a vehicle; or when your licence is under suspension;
- b) While a vehicle is not plated, not currently registered or not covered by Public Liability and Property Damage automobile insurance;
- c) In the event that charges are attributed to an incident that occurred while you were committing or attempting to commit a criminal offence;
- d) When your claim arises out of an incident which occurs while your membership with TD Auto Club is not in force or you did not incur any expenses;
- e) When any service is required as a result of a Traffic Accident.

Members' Responsibilities & Coverage – It is the members' responsibility to keep their vehicle(s) in roadworthy condition. It's important that you understand your coverage. You should be aware that your coverage does **not** apply to:

- a) Cost of parts, repairs, labour, additional servicing equipment, storage or impound towing;
- b) Towing from one service centre to another, or towing to any residential location;
- c) A second tow or a repeat call for the same mechanical problem;
- d) Costs which are covered by your vehicle insurance provider;
- e) Vehicles driven into an area not regularly travelled;
- f) Unauthorized individuals driving your vehicle;
- g) Service to vehicles unattended by you.

We reserve the right to decline any claim presented for payment more than 30 days from the date the service was performed, or any claim not in conformity with the requirements set out in this handbook.

The services contracted for in relation to the Benefits shall **not** cover emergency claims caused directly or indirectly, wholly or partly by war, riot, floods, invasion, insurrection, civil commotion or while the vehicle you are driving is being used in the military or police service.

Satisfaction Guaranteed

We are committed to your total satisfaction with the TD Auto Club membership which you have purchased.

If, for any reason, we do not meet your expectations of value or service within the first 30 days of your membership, you may obtain a full refund by contacting us by phone or mail:

Phone: **1-800-265-1289**

Mail: **TD Auto Club Claims**
P.O. Box 5817
London, ON N6A 4T3

Cancellation will be effective when written notification has been received at that address or the day of the call, as the case may be.

We will immediately and without question issue a full refund.

Cancellation Policy

If you are not completely satisfied with your TD Auto Club membership after the first 30 days, you may cancel at any time by forwarding **written notification of cancellation to TD Auto Club, P.O. Box 5817, London, ON N6A 4T3 or by calling 1-800-265-1289**. Cancellation will be effective as of the date written notification is received at this address, or for cancellations by phone, cancellation will be effective the day you called us. Members who cancel after the first 30 days will receive a pro-rated refund of the applicable membership fee as required by applicable law.

Agreement Term/Termination

The term of the agreement is 12 months from the effective date of the membership and shall automatically renew for additional 12 months unless the member gives advance notice of termination to us **in writing at TD Auto Club, P.O. Box 5817, London, ON N6A 4T3 or by calling 1-800-265-1289**. Upon renewal, we have the right to charge the member's TD Credit Card Account the renewal fee

then applicable. Further, we have the right to terminate this agreement on 30 days written notice if the TD Auto Club Program is cancelled. Members will receive a pro-rated refund of the applicable membership fee as required by applicable law.

The contact information above pertains to DAA and should only be used for the purposes indicated in each section.

Membership Termination/Suspension

We may terminate or suspend your membership at any time without notice, for any reason, including:

- a) if your TD Credit Card Account associated with TD Auto Club is no longer in good standing or is closed or cancelled by you;
- b) if we determine, in our sole discretion, that you have made excessive use of or have abused or misused your membership; or
- c) if any attempt has been made to use TD Auto Club for business or commercial vehicles or purposes.

Liability Statement

All service providers providing service Benefits to members are independent contractors and are not employees of DAA, TD Auto Club or The Toronto Dominion Bank. Therefore, DAA, TD Auto Club and The Toronto-Dominion Bank cannot and do not assume any liability or responsibility for any loss or damage to a member's vehicle or personal property resulting from the rendering of such service.

Any loss or damage is the sole responsibility of the servicing facility and should be reported to the proprietor of the facility and your own insurance company within 24 hours of its occurrence and prior to any repairs being carried out.

All references to TD Auto Club services in this handbook refer to services provided by DAA.

Sharing and Disclosing your TD Credit Card Information

With respect to maintaining, enhancing and servicing your TD Auto Club membership, you acknowledge and agree that information about your TD Credit Card (including its status, Account number and expiry date) and information about your TD Auto Club membership (including the frequency and types of services provided to you and any comments you may provide about your membership), may be shared between The Toronto-Dominion Bank and DAA. Please note that PO Box 5817 is solely managed by DAA and any documents addressed to this mailbox will be collected by DAA. The Toronto-Dominion Bank does not have access to this mailbox.

- ¹ TD Auto Club membership is provided by Dominion Automobile Association (2004) Limited, an independent third party service provider. The Toronto-Dominion Bank and its affiliates accept no responsibility or liability in respect of these services. Any disputes must be settled directly with the service provider.
 - ² Benefits, features and conditions are described as at August 31, 2023 , and are subject to change. All monetary values are stated in Canadian dollars.
 - [®] The TD logo and other trademarks are the property of The Toronto-Dominion Bank or its subsidiaries.
- References to TD mean The Toronto-Dominion Bank.

