

# Roadside Assistance - Terms and Conditions

### **General Information**

CAA Roadside Assistance Terms and Conditions apply to all CAA Saskatchewan memberships and for in-province service requests from CAA Members from clubs outside of Saskatchewan.

CAA Saskatchewan Members are allowed four (4) calls per year for Roadside Assistance, with the exception of Premier & Premier RV members who are allowed five (5) calls, and Value members who are only allowed one Bike Assist call.

CAA Saskatchewan provides 24/7 roadside assistance service, without charge, from the nearest available CAA contractor. Roadside assistance service can be requested through the CAA Mobile App or by calling 1.800.222.4357 or 1.800.564.6222 (Option 1) or online at caask.ca.

The Terms and Conditions for Roadside Assistance are subject to change without notice.

For information on different membership levels offered by CAA Saskatchewan, refer to <u>www.caask.ca/membership</u>.

### Membership Eligibility

- 1. Any member who is driving or is a passenger in a vehicle that is eligible for service. Refer to section on *Vehicle/RV Eligibility and Restrictions for Roadside Assistance* for more information.
- 2. A CAA membership covers the member, not the vehicle, and is non-transferable. It will not cover service to non-members, relatives, spouses or friends, <u>nor will it be rendered to an unattended vehicle</u>.
- 3. Members will be required to show their membership card and photo identification at the time of service.
- 4. If circumstances (acceptable to CAA) prevent a member from being present, the member must advise CAA that a representative will present their membership card when the service provider arrives. The representative may be required to produce two additional pieces of identification. In extenuating circumstances, an exception may be made if prior arrangements have been made with CAA Saskatchewan.
- 5. At time of purchase or upgrade, all the benefits and coverage of the membership will apply except for the towing coverage, which will be restricted to 5 km during a 7-day waiting period. Additional kilometres exceeding 5 km will be at the member's expense and a per kilometre rate will apply. After the 7-day waiting period, full towing coverage will take effect as per the membership.



### Join on Arrival

Join on Arrival refers to a non-member who contacts CAA Saskatchewan for Roadside Assistance and wants to purchase a primary (or associate) membership to get immediate coverage from a service provider on the scene of a breakdown.

The following conditions will apply:

- 1. Non-member must not have any outstanding arrears or excessive use with CAA Saskatchewan from a past membership.
- 2. Minimum purchase must be a Plus membership.
- 3. The cost of the membership must be paid in full prior to service commencement on site.
- 4. The monthly payment plan option is not permitted under any circumstances.
- 5. All the benefits of the membership will apply <u>except for the towing coverage</u>, which will be <u>restricted to 5 km during a 7-day waiting period</u>. Additional kilometres exceeding the 5 km will be at the member's expense and a per kilometre rate will apply. After the 7-day waiting period, full towing coverage will take effect as per the membership.

Join on Arrival also applies to members that want to upgrade from a Plus or Premier membership to an RV membership at the scene of a breakdown. The above conditions will apply.

### **Extreme Weather Conditions**

During extreme weather conditions, CAA Saskatchewan 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 certain 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.

### Vehicle/RV Eligibility and Restrictions for Roadside Assistance

- 1. CAA Saskatchewan Members are allowed four (4) calls per year (five (5) calls for Premier and Premier RV members) for Roadside Assistance service.
- 2. Members will be charged for subsequent calls that exceed the allowable calls per membership.
- 3. A charge per kilometre will be applied by the service provider for any additional mileage not covered by the membership.
- 4. Only <u>one roadside assistance call per breakdown is allowed</u>.
- Roadside assistance is <u>not covered</u> by the membership when the eligible vehicle or RV <u>cannot be safely reached from a normally travelled and maintained road or thoroughfare</u>. This includes, but is not limited to, private logging roads, frozen lakes, winter roads, fields, tote roads, beaches, vacant lots, and any other hard-to-reach place.
- 6. Depending on membership level, eligibility applies to licensed four-wheel motor-driven vehicles of the passenger, pleasure, or recreational type, regardless of licence designation. This includes rented passenger vehicles.
- 7. Vehicles registered by small businesses where the vehicle is operated for both personal and business use are eligible for roadside assistance, at the discretion of CAA Saskatchewan. This condition does not apply to Basic memberships; members must have a Plus, Plus RV, Premier, or Premier RV membership. Vehicles not eligible for roadside assistance under this same section will supersede this condition.
- 8. Motorcycles are eligible for roadside assistance with a Plus, Premier or an RV membership.
- 9. Dual-wheel vehicle campers/motorhomes qualify for full service with the exception of towing, extrication and tire service for which a Plus RV or Premier RV membership is required.



- 10. All truck campers (trucks with campers in box) require a Plus RV or Premier RV membership.
- 11. Recovery of light duty trailers or utility trailers (open or enclosed) are covered under Plus RV and Premier RV memberships provided they do not exceed the weight restriction and other characteristics identified in the point that follows.
- 12. The following vehicles and trailers are not eligible for CAA Saskatchewan Roadside Assistance:
  - a. Unregistered or uninsured vehicles
  - b. Business or commercial use vehicles including (but not limited to) taxis, ridesharing companies, limousines, school buses and off-road vehicles.
  - c. Fleet vehicles.
  - d. Cube vans.
  - e. Vehicles and eligible trailers (with or without loads) exceeding 1 Ton or a 12,000 Gross Vehicle Weight (GVW) rating.
  - f. Livestock trailers with or without living quarters.
  - g. Vehicles hauling livestock and/or equipment used to haul livestock.
  - h. Vehicles equipped with an alcohol interlock system that has been violated.
  - i. Vehicles equipped with security wheel locks. The member must supply the service personnel with a functional security key to obtain tire service.
- 13. Vehicles that have been in an accident or in an SGI or police compound will not be towed. Other services may be provided if the service provider is permitted into the compound.
- 14. Service to altered and modified vehicles is at the discretion of the service provider. Surcharges may apply.
- 15. Roadside assistance cannot be rendered to a vehicle that is snowbound in a driveway, lane, road, or street.
  - a. If special equipment, more than one vehicle, or more than one person is required, the associated cost will be at the member's expense.
  - b. Plus, Premier or RV memberships extend coverage to include, as required, the service of a second vehicle for up to one hour at the scene of disablement.
  - c. If the vehicle is unable to be operated after the extrication, the extended towing benefit will apply to the maximum available under the membership type and the service call will be counted as two calls towards the membership.
- 16. Roadside assistance does not include repairs, parts, or labour.
- 17. CAA Saskatchewan is not responsible for aftermarket non-OEM equipment and electrical devices installed on a vehicle.
- 18. Roadside assistance is available in North America but not in Mexico.

#### Roadside Assistance Services

The following Roadside Assistance services will be provided to return an eligible vehicle to a driveable condition. If these attempts are unsuccessful, after reasonable effort by the service provider, towing service may be provided as per the member's CAA Saskatchewan membership.

- 1. Battery Boost
  - a. A battery boost will be provided in an attempt to start a vehicle. If an eligible vehicle cannot be started within a reasonable amount of time, the towing provision will apply.
- 2. Battery Service (Regina and Saskatoon only)
  - a. CAA Saskatchewan will test, boost, and replace your battery if needed. If the test shows a new battery is required, you can purchase one on the spot.
  - b. Battery service is <u>not</u> available 24/7 and may not be available on certain vehicle makes and models. For make and model restrictions, contact CAA Saskatchewan Roadside Assistance.
  - c. Battery service may be discontinued during times of extreme weather conditions (windchill, rain, etc..) at the discretion of CAA Saskatchewan.



- 3. Tire Changes
  - a. A spare tire will be installed if it is inflated and serviceable.
  - b. Members must get the wheel lug nuts re-torqued after the vehicle has been driven 50 kilometres or before it is operated at highway speeds. There are also limitations on the speed and distance a space saver spare tire can be driven.
  - c. If the tire cannot be changed, the vehicle will be towed as per the member's CAA Saskatchewan membership.
  - d. Dual-wheeled vehicles are covered with a Plus or Premier membership. Dualwheeled trailers are covered with an RV membership.
  - e. Motorcycles will be towed with a Plus or Premier membership.
  - f. Tire service does not include repairs, additional trips to deliver a repaired tire, installation or removal of tire chains, mounting, dismounting or shifting of tires, or seasonal tire changeovers.
  - g. CAA is not responsible for the damage to a spare tire holder if it is seized due to dirt, gravel, ice, or snow.
- 4. Fuel Delivery
  - a. Basic memberships receive free delivery of fuel. Fuel is at the expense of the member.
  - b. Plus, Premier or RV memberships receive free delivery of fuel and up to 10L of fuel for free. Amounts exceeding 10L of fuel is at the member's expense.
  - c. The cost of the fuel is based on current pump prices at the time of delivery.
  - d. CAA Saskatchewan cannot guarantee the availability of specific brands or octane ratings.
  - e. Delivery of propane or compressed natural gas is not permitted.
- 5. Lockout Service
  - a. Coverage includes retrieval of keys or key fobs that are locked inside a vehicle.
  - b. If keys or key fobs cannot be retrieved or are lost or broken, locksmith service will be provided.
  - c. Coverage is up to \$50 for Basic and up to \$100 for Plus, Premier or RV memberships. If the vehicle cannot be made operable, towing service will be provided as per the member's CAA Saskatchewan membership.
  - d. Premier or Premier RV membership includes up to \$100 for locksmith service to gain entry into the member's home. Service is restricted to single dwelling entrances, listed as the home address on the membership file and does not include main security doors.
- 6. Extrication
  - a. Eligible vehicles and RVs will be extricated when it can be safely reached from a normally travelled and maintained road or thoroughfare. This does not include extrication from private logging roads, frozen lakes, winter roads, fields, tote roads, beaches, vacant lots, and any other hard-to-reach places.
  - b. Roadside assistance service cannot be rendered to a vehicle that is snowbound in a driveway, lane, road, or street. If special equipment, more than one vehicle, or more than one person is required, the associated cost will be at the member's expense. Plus and Premier memberships extend coverage to include, as required, the service of a second vehicle for up to one hour at the scene of disablement. If the vehicle is unable to be operated after the extrication, the extended towing benefit will apply to the maximum available under the membership type and the service call will be counted as two calls towards the membership.



### 7. Towing

- a. Basic membership coverage includes up to 5 km of towing. Additional kilometres exceeding 5 km are at the member's expense. Coverage will include tows within city limits.
- b. Plus, Premier and RV memberships include up to 160 km of towing. Additional kilometres exceeding 160 km are at the member's expense.
- c. Premier or Premier RV memberships include one tow of up to 320 km per membership year. Additional kilometres exceeding 320 km are at the member's expense.
- d. If a tow requested is further than 100km in a direction away from the member's place of residence, CAA SASK reserves the right to review the call and contact the member to advise of their options, including selecting a closer vehicle repair facility.
- e. Mileage starts from the point of disablement in any direction.
- f. Cost of additional kilometres is subject to change and may vary depending on service provider.
- g. If an eligible vehicle cannot be safely driven after attempting other roadside assistance services, it may be towed.
- h. Eligible vehicles and RVs will be towed when it can be safely reached from a normally travelled and maintained road or thoroughfare. This does not include towing from private logging roads, frozen lakes, winter roads, fields, tote roads, beaches, vacant lots, and any other hard-to-reach places.
- i. There are certain limitations and restrictions based on the RV type which may require more than standard towing equipment and therefore additional costs will apply. E.g., when a landall is required, such as for Class A motorhomes or for certain mechanical failures.
- j. Complimentary 2-day car rental Premier and Premier RV members are entitled to a free consecutive two-day car rental with tow from CAA's preferred car rental provider. The following conditions apply:
  - Allowed once per membership year.
  - Applicable when member is within 160 km of their residence.
  - Service must be provided by the preferred rental car provider. CAA Premier and Premier RV members have up to 48 hours from the time of the tow to call CAA and request the service.
  - The maximum allowable expense for a car rental is \$75 per day. This does not include additional charges for another driver, extra insurance, or convenience fees.
  - CAA Premier members are responsible for making their own arrangements directly with the rental company for extra day rental charges, upgrades, vehicle insurance, mileage and fuel charges, and any other charges, fees and taxes. Normal rental qualifications, including age and other restrictions, apply.
  - If the breakdown is more than 160 km from the member's residence, refer to Trip Interruption coverage in the <u>Membership Handbook</u>.
- k. The number of passengers allowed in tow vehicles are limited to the number of seat belts available and/or the drivers discretion. Any alternate transportation for additional passengers that is arranged will be at the member's expense.
- I. Towing restrictions include:
  - Towing as a result of fire, theft, damage or motor vehicle accident where insurance company (SGI) or third party pre-empts CAA towing.
  - Towing when in violation of the law. (e.g., illegal parking)
  - Towing or servicing of an abandoned or dismantled vehicle.
  - Towing a vehicle to a scrap yard or unwanted scrap vehicles to a recycler.
  - Uninsured or unlicensed vehicles
  - Service to altered and modified vehicles is at the discretion of CAA Saskatchewan and/or the roadside assistance provider. If it is deemed safe to service surcharges will apply.



- CAA Saskatchewan is not responsible for aftermarket non-OEM equipment and electrical devices installed on a vehicle.
- Towing Canadian registered vehicles into the U.S for repairs due to U.S. border and trucking regulations is not permitted.
- 8. Motorcycles
  - a. Roadside assistance is included for motorcycles with the Plus, Premier and RV memberships.
  - b. If a motorcycle cannot be safely driven after attempting other roadside assistance services, it may be towed according to the member's Plus, Premier, or RV membership towing coverage.
  - c. Motorcycle assistance will not be provided from November 1<sup>st</sup> to March 31<sup>st</sup> of any given year.
- 9. Bike Assist
  - a. Coverage includes transporting a member and their bicycle to a required destination in the event of a breakdown.
  - b. Transportation distance is dependent on the membership towing coverage.
- 10. Ride Assist
  - a. Coverage is available to assist members that are unable to personally drive their vehicle home due to personal health issues, broken or lost prescription eye wear or related vision concerns, and other physical impairments.
  - b. If you are involved in an accident or a breakdown, a CAA representative can help you make car rental and other transportation reservations.

#### **Trip Accident Assist**

At the time of an accident or breakdown, when you call for Roadside Assistance, a CAA representative can help you contact family members, locate restaurants, and find hotel accommodations if you are out of town.

### CAA Rights and Excessive Use

In fairness to all members, Roadside Assistance services are not to be used as a substitute for proper vehicle maintenance.

Excessive use is deemed as any usage above the average member usage (club wide) in a given calendar year. Members found to be above the average usage for a continued length of time may have their membership discontinued at the discretion of CAA Saskatchewan.

Also refer to the *CAA Saskatchewan's Expectations of Our Members* section and *CAA Saskatchewan May Act if Members Disregard Our Expectations section* under the Membership Terms & Conditions.

CAA reserves the right to:

- 1. Discontinue a membership or refuse service to those that have been identified as excessive users and/or who default on the monthly payment plan.
- 2. Refuse the purchase of a membership to those that have had previously lapsed membership with outstanding dues.
- 3. Discontinue a membership to those that exhibit abusive behavior (verbal or otherwise) to any members of the CAA Saskatchewan team and/or its contractors.
- 4. Determine when service will be provided within a reasonable window of time. Prioritization of calls is the exclusive right of CAA Saskatchewan.



5. Change the terms and conditions of its services at any time.

#### Reimbursement for Roadside Assistance

In situations where members are unable to reach CAA Saskatchewan, members may contact the nearest available service provider.

We work closely with contract service providers and when they serve our members, they bill us directly under preferred rates. If a member chooses to contact a towing company other than CAA for service, reimbursement will be based on the amount we would have paid our contracted service providers for the same service.

For reimbursement consideration, members must provide the original detailed itemized invoice and proof of payment receipt within 30 days from the date of service and include their name, membership number, date, type of service received, and location of the service. Service receipts must have been issued from a registered company.

Documentation can be submitted in person to a CAA Store or email ers.admin@caask.ca or mail:

CAA Saskatchewan Roadside Assistance Services 200 Albert Street North Regina, SK S4R 5E2

#### **Responsibility and Complaints**

CAA Saskatchewan disclaims any responsibility for loss of work time or any other expenses resulting from service delay.

In certain areas, service will be provided by independent contractors who are not employees of CAA Saskatchewan or its affiliates. Service resulting in loss, damage or unsatisfactory workmanship is the responsibility of the independent contractor providing the service.

Damage claims and service complaints must be reported to CAA Saskatchewan within 72 hours of roadside assistance being completed. To report a claim or complaint, email ers.admin@caask.ca.

All claims will be investigated, and fraudulent claims will be prosecuted. CAA Saskatchewan will not consider damage claims that have been repaired prior to an inspection by the CAA investigation staff or its agents.

#### Liability and Damage Claims

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

In some cases, such as service to a vehicle with pre-existing damage, the service provider will take photos of the damage prior to providing service.



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 Saskatchewan directly to report any damage or concerns regarding their vehicle within 72 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 72 hours will result in a denial of the claim.

CAA Saskatchewan and our service providers reserve the right to physically inspect and assess any damage claims. The service provider and/or CAA Saskatchewan 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. If the member does not permit the service provider and/or CAA Saskatchewan to physically inspect the damage within the 72 hours, or if repairs are completed prior to the completion of such an inspection, the claim will be denied.

While assessing a damage claim, CAA Saskatchewan may require the member and/or the registered owner of the vehicle to provide further information to assist with resolving the claim. Please be prepared to provide documentation that supports your claim. Where such documentation has been requested and is not produced within 72 hours, the claim will be denied.

If the service provider and/or CAA Saskatchewan commits to repair or replace any damaged vehicle parts, both the service provider and CAA Saskatchewan reserve the right to approve repairs or use replacement parts of a similar kind or quality.

If CAA Saskatchewan denies your claim in whole or in part, CAA Saskatchewan will promptly inform you by attempting to reach you by phone, and if unsuccessful, by email or letter.

Service provider and/or CAA Saskatchewan 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 the claim with your insurance company.

CAA Saskatchewan assumes no liability if the member engages in fraudulent or unauthorized use of the services or engages in illegal behaviour.

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

CAA Saskatchewan, including our service providers, are 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 Saskatchewan and our service providers seek to deliver service expeditiously, however CAA Saskatchewan, including our service providers, are not liable for any loss or expense resulting from the length of time between the 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 Saskatchewan may appoint an arbitrator whose ruling shall be final and binding on both parties.