TD Auto Club Membership Handbook

For TD Cash Back Visa Infinite* Cardholders

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.

Inside

Welcome to TD Auto Club	3
Membership General Information	4
Submitting a Claim	5
Emergency Roadside and Towing Services	6
Traffic Accident Emergency Services	9
Stolen Vehicle Emergency Services	11
Hazardous Weather Services	13
Membership Agreement and General Conditions	14

Welcome to TD Auto Club

As a valued TD Cash Back Visa Infinite* Cardholder, you can enjoy carefree driving anywhere in Canada and the continental United States with TD Auto Club[1]. From towing to battery boosts to lockout services, you now have 24/7 access to comprehensive 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

- **As the Primary Cardholder of the TD Cash Back Visa Infinite* Card**, your TD Auto Club membership covers you, your spouse and any of your unmarried children under 22 years of age who reside with you, when driving any car, anywhere in Canada and the continental United States. **If you are an Authorized User of the TD Cash Back Visa Infinite* Card**, your TD Auto Club membership covers you alone when driving any car, anywhere in Canada and the continental United States.
- Your primary telephone number serves as your TD Auto Club membership identification.
- If your address should change over the course of your membership, it is up to you to update your address by going online and using EasyWeb, visiting your local TD branch or calling the

TD Credit Card Customer Service Contact Centre at **1-800-983-8472**.

- If you 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**.

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. If the claim is for reimbursement of payment for Emergency Roadside and Towing Services, Traffic Accident Emergency Services, or Stolen Vehicle Emergency Services, the following must also be included:

- **Emergency Roadside and Towing Services**: Description of the breakdown, service required, and a detailed repair bill.
- **Traffic Accident or Stolen Vehicle Emergency Services**: A copy of the police report and letter from your vehicle insurance provider verifying the traffic accident and/or stolen vehicle and indicating the expenses covered by your vehicle insurance provider.

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

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 (includes cost of 5 litres of gas)

Reimbursement option:
Up to $250 per roadside event

Lockout Service

In the event that you should lock your keys in your vehicle, service to open your locked vehicle can be provided by a locksmith approved by us or a service centre.

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 $100 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 200 kilometres, at no cost.

> **Reimbursement option:**
> ***Up to $250 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 200 kilometres for repairs. (Storage fees not included.)

Winching Services

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.

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. If your vehicle needs to be towed and is accessible, the Traffic Accident Emergency Services – Accident Towing section on page 10 will apply.

Reimbursement option:
Up to $100 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 your vehicle insurance provider.

Personal Transportation – *Up to $25*

We will provide transportation for you and eligible members of your family in the event of a mechanical breakdown within 80 kilometres of your home. We will reimburse you up to $25 should you take commercial transportation (e.g., bus, train, taxi, plane) to your destination if the vehicle you were driving requires Breakdown Towing.

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 $100.
Note: Motor homes/recreational vehicles over 8,000 lb/3,600 kg are only covered on a reimbursement basis.

Traffic Accident Emergency Services

A traffic accident can be a very frightening and unpleasant experience. We can help by reimbursing you for expenses incurred as outlined below. To qualify for reimbursement, however, you must have reported the accident to the police. In addition, it is important that you contact your vehicle insurance provider immediately following any traffic accident. There are no distance limits in order for you to obtain the following Traffic Accident Emergency Service benefits.

Accident Towing – *Up to $200*

We will reimburse you up to $200 for the towing of your vehicle from the scene of the traffic accident to the service centre chosen by you. Expenses are eligible for reimbursement when not covered by your vehicle insurance provider. (Accident clean-up and storage fees are not included.)

Emergency Transportation/Rental Car – *Up to $200*

We will reimburse you up to $200 to take you and your passengers from the scene of your traffic accident to your destination or home, using commercial transportation (e.g., taxi, bus, train, plane) or a rental vehicle from a recognized bona fide rental agency. Expenses are eligible for reimbursement when not covered by your vehicle insurance provider.

Emergency Accommodation and Meals – *Up to $200*

You will be reimbursed up to $200 to help pay for accommodation and meals for you and your passengers, in the immediate vicinity of your traffic accident, while you are awaiting repairs to make your vehicle roadworthy.

Return to Location of Repair Site – *Up to $200*

Should a traffic accident disable your vehicle, you may need to leave it for repairs in the vicinity of the accident while you return home or travel to another destination. In this case, you will be reimbursed up to $200 for expenses incurred for commercial transportation (e.g., taxi, bus, train, plane) from your home or other destination, back to the location of the repair site.

Personal Necessities – *Up to $50*

We will reimburse you and your passengers up to a total of $50 for the cost of personal necessities required while you are staying at a hotel or motel, as a result of a traffic accident.

What you should know about Traffic Accident Emergency Services

- Traffic Accident Emergency Services are payable in the event that a vehicle is disabled and unable to proceed under its own power as a result of having been involved in a traffic accident while being driven by you or an eligible member of your family.
- We will reimburse any reasonable fee charged by the police to obtain a copy of the traffic accident police report. Please enclose a receipt for this expense with your claim.
- Traffic Accident Emergency Services are payable only for costs which were incurred within 72 hours of the traffic accident (except for "Return to Location", which applies any time).
- Coverage applies worldwide.

Stolen Vehicle Emergency Services

If your vehicle was stolen when you and your vehicle were at least 80 kilometres from your home, and you have reported the theft to the police and your vehicle insurance provider, we will provide you with the following services:

Emergency Accommodation and Meals – *Up to $200*

We will reimburse you up to $200 for costs you and your passengers incur to stay at a motel or hotel of your choice, including lodging and meals, while you are stranded and awaiting the recovery or replacement of your stolen vehicle.

Emergency Transportation – *Up to $200*

We will reimburse you up to $200 to take you and your passengers to your destination or home, using commercial transportation (e.g., taxi, bus, train, plane) or a rental vehicle from a recognized bona fide rental agency. Expenses are eligible for reimbursement when not covered by your vehicle insurance provider.

Return to Location – *Up to $200*

Should the police locate your vehicle after you have returned home or proceeded to another destination, you will be reimbursed up to $200 for expenses incurred in returning to the location of the recovered vehicle using commercial transportation (e.g. taxi, bus, train, plane) or a rental vehicle from a recognized bona fide rental agency. Expenses are eligible for reimbursement when not covered by your vehicle insurance provider.

Personal Necessities – *Up to $50*

If you stay at a hotel or motel as a result of your vehicle being stolen, you and your passengers will be reimbursed up to $50 in total for personal necessities required while stranded.

What you should know about Stolen Vehicle Emergency Services

Stolen Vehicle Emergency Services will not apply when coverage is provided by your vehicle insurance provider.

Hazardous Weather Services

As motorists living in Canada, we have all experienced the inconvenience and uncertainty of hazardous weather and poor driving conditions.

When travelling, should you encounter road closures due to snow, hail, ice, fog, forest fire, avalanche, tornado, hurricane or landslide, leaving you stranded more than 80 kilometres away from home, you are entitled to the following benefits:

Emergency Accommodation and Meals – *Up to $200*

Should hazardous driving conditions leave you stranded and unable to continue your travel, you will be reimbursed for the cost of accommodation and meals for you and your passengers, up to $200 in total.

Towing – *To the nearest service centre*

Should hazardous driving conditions cause your vehicle to require towing, we will help tow your vehicle 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 next nearest one within 200 kilometres, at no cost. Reimbursement up to $250 is available for eligible towing costs incurred for moving your disabled vehicle from the site of the breakdown to the nearest repair service centre within 200 kilometres for repairs (Storage fees not included). Recreational vehicles weighing more than a Gross Vehicle Weight (GVW) of 8,000 lb/3,600 kg are only covered for reimbursement up to $100.

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, Traffic Accident Emergency, Stolen Vehicle Emergency and Hazardous Weather Services ("Benefits") listed in this Handbook to members of the 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 remains in force and you benefit from unlimited roadside assistance dispatch calls for as long as the TD Cash Back Visa Infinite* Card Account held by the Primary Cardholder is open and in good standing, and you are not in breach of the Membership Agreement as stated in this Handbook.
- Your membership is not transferable.

- Your TD Auto Club membership 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 GVW 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, vehicles for resale, 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 there is any indication at the time of a traffic accident or incident of your 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 a traffic accident or 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.

Members' Responsibilities & Coverage – It is the member's 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 problems;

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.

Cancellation Policy

Your TD Auto Club membership is cancelled if your TD Cash Back Visa Infinite* Card

Account is closed, not in good standing, or is cancelled by you.

Agreement Termination or Suspension

We have the right to terminate and/or suspend membership to TD Auto Club and this Membership Agreement:

(a) on 30 days written notice if TD Auto Club Program is cancelled;

(b) at any time without notice, for any reason, including:

- if your TD Cash Back Visa Infinite* Card Account is closed or cancelled by you;
- if your TD Cash Back Visa Infinite* Card Account is no longer in good standing;
- if we determine, in our sole discretion, that you have abused or misused your membership; or
- 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.

References to TD mean The Toronto-Dominion Bank.

586002(0823)
12302 CB AC BR E 0823
50415491