

TD Canada Trust

TD Auto Club Membership Handbook

Standard TD Auto Club

**Ensuring you and your
family peace of mind
along the way...**



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Banking can be this comfortable



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Welcome to the Standard TD Auto Club

As a valued member, you can enjoy carefree driving throughout the next 12 months anywhere in Canada and the Continental United States with the TD Auto Club.¹ You now have access to Emergency Road Services.²

With the TD Auto Club, help is only a telephone call away. The 24-hour, toll-free telephone number will give you access to help in almost any road emergency.

And, remember, the TD Auto Club is here to provide you and your family security and peace of mind while you are on the road!

Please take a few moments to read this handbook. It will give you the information you need on the benefits of the TD Auto Club, how to access Service Facilities, and how to submit claims for reimbursement if required.

Remember, with the TD Auto Club, you can enjoy worry-free driving year round and around the clock in Canada and the Continental United States.

How to Contact TD Auto Club

For emergency assistance, 24 hours a day, 365 days a year, call:

In Canada and the Continental United States:
1-800-245-0297

It will help if you have the following information on hand when you call:

- Your home telephone number
- The exact location of your vehicle
- The make, year, colour and licence plate number of your vehicle.

To make claims for reimbursement, write:

**TD Auto Club
P.O. Box 300
Toronto, ON
M5K 1K6**

Membership General Information

- Your TD Auto Club membership covers you, no matter whose vehicle you're driving, anywhere in the Canada and the Continental United States.
- Your TD Auto Club membership will renew automatically on your TD Credit Card as long as your TD Credit Card Account is open and in good standing until cancelled by you.
- Your home telephone number serves as your TD Auto Club identification number.
- Your spouse or dependant children aged 16 to 22 living at your home address are each eligible for an associate membership at a nominal fee per associate member in the program.
- Your TD Auto Club membership is limited to personal use only.
- Gift memberships are available for purchase with a TD Credit Card.
- If your address should change over the course of your membership, it is up to you to contact the TD Auto Club at **1-800-245-0297** and inform us of any changes or corrections that need to be made to your personal information.
- If you or any associate members have received roadside assistance outside of the TD Auto Club membership and paid for those services separately, the TD Auto Club has reimbursement options which allow you to claim for reimbursement up to the stated limits listed in this handbook.

For more information regarding your reimbursement options, contact the TD Auto Club at: **1-800-245-0297**

Emergency Road and Towing Services

You can count on the TD Auto Club when you need emergency roadside assistance as described below:

Call the toll-free number and a TD Auto Club representative will direct you to the appropriate Service Facility to provide you with the prompt and efficient service that you need. Our Service Facility network extends across Canada and the Continental United States.

When you receive service from one of our Service Facilities, simply show your TD Credit Card to the driver. You do not have to pay for any covered services.

Emergency Service Calls

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)

Please note that the TD Auto Club does not pay for parts, repairs or labour.

Reimbursement option: Up to \$50 per call

If you are unable to contact TD Auto Club or TD Auto Club is unable to secure service for you, for any reason, you may contact a service provider of your choice and submit a claim for reimbursement up to \$50 per call, subject to final determination by TD Auto Club.

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 TD Auto Club or a Service Facility 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 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 call

In the event you are unable to contact TD Auto Club, or you elect to use a locksmith of your choice, you may submit a claim for reimbursement up to a \$50 per call, subject to final determination by TD Auto Club.

Breakdown Towing

Up to 20 kilometres

TD Auto Club 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 20 kilometres.

Reimbursement option: Up to \$50 per call

In the event that you are unable to contact TD Auto Club, or TD Auto Club is unable to secure service for you for any reason, or you elect to use a service facility of your choice, you may submit a claim for reimbursement up to \$50 per call, subject to final determination by TD Auto Club.

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)

- Motor Homes exceeding a G.V.W. of 8,000 lb. / 3,600 kg are covered only on a reimbursement basis up to a maximum of \$50.

Winching Services

Within 20 kilometres

TD Auto Club 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 Facility.

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 or to gain access out of or to a driveway/laneway covered with snow.

Reimbursement option: Up to \$50 per call

In the event that you are unable to contact TD Auto Club, or you elect to use a service provider of your choice, you may submit a claim for reimbursement up to \$50 per call, subject to final determination by TD Auto Club.

Winching Services Disclaimer:

TD Auto Club and the Service Facility assume no liability for any damage that may be caused during the performance of winching services. Service Facilities 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.

Things you should know about the Emergency Road and Towing Services

- When you need assistance in a roadside emergency, call 1-800-245-0297 and an appropriate Service Facility will be contacted to provide service within designated areas of Canada and the Continental United States.
- TD Auto Club Members benefit from up to six (6) roadside assistance dispatch calls or emergency road and towing service claims for reimbursement per membership year and associate members may utilize up to three (3) roadside assistance dispatch calls or emergency road and towing service claims for reimbursement per membership year.

Motor homes or recreational vehicles – Should your breakdown occur out of reach of a Service Facility that is equipped to service motor homes/recreational vehicles, TD Auto Club 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.

Motor homes/recreational vehicles over 8,000 lbs. / 3,600 kgs are only covered on a reimbursement basis.

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

How to Make a Claim

- Have the Service Facility provide you with detailed receipts, including the cause of the breakdown and the service required. Claims for mechanical Breakdown Towing must be accompanied by a detailed repair bill.

- Make sure your full name, address and TD Credit Card number are clearly printed on the receipt.
- Mail your original receipts to the TD Auto Club within 30 days of the date of the breakdown. (Keep a photocopy of all receipts for your personal records).
- Upon receipt and confirmation of this information and approval of your claim, TD Auto Club will mail you a reimbursement cheque to your address on file with TD Auto Club.

Membership Agreement and General Conditions

Membership Agreement

TD Auto Club is provided by AXA Assistance Canada Inc. which has agreed to provide benefits listed in this handbook, to the member subject to the terms and conditions as set out in this handbook.

The records of TD Auto Club determine the commencement and termination dates of your coverage and will be evidence of your eligibility to claim benefits.

Your membership is not transferable.

The TD Auto Club is limited to personal use only.

General Conditions

Definition of "vehicle": 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.

Definition of "Traffic Accident": For the purpose of this handbook, "Traffic Accident" shall mean the upset or collision of a vehicle with any object, moving or stationary preventing the vehicle from proceeding under its own power.

Any alterations on bills for service will render them invalid for claims reimbursement.

Only originals of invoices and/or credit card receipts submitted by you will be accepted for consideration for reimbursement. Keep a copy for your own records.

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.

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 repair facility to another
- 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.

TD Auto Club reserves 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 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 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 cancel your membership by contacting TD Auto Club in writing at the address provided herein. Cancellation will be effective when written notification has been received.

We will immediately and without question issue a full refund, less the used portion of your membership on a pro-rated bases.

Cancellation Policy

If you are not completely satisfied with your TD Auto Club membership, you may cancel at any time by forwarding written notification of cancellation. Cancellation will be effective as of the date written notification is received at TD Auto Club head office at the address provided herein. Members paying annually who cancel mid-term are eligible to receive a pro-rated refund of membership fees for each full month remaining in the membership year less any claim amounts and provider fees incurred by TD Auto Club when assistance was provided. Should a quarterly-paying member choose to cancel mid-term, TD Auto Club will stop charging the quarterly membership fee to the TD Credit Card Account as of the next possible billing date. Partial-quarterly refunds will not be issued.

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 written notice of termination. Upon renewal, TD Auto Club has the right to charge the member's TD Credit Card Account the renewal fee then applicable. Further, TD Auto Club has the right to terminate this agreement on 30 days written notice if the TD Auto Club Program is cancelled.

Membership Termination/Suspension

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

- a) if your TD Credit Card is no longer in good standing
- b) if TD Auto Club determines, in its sole discretion, that you have made excessive use of or have abused or misused your membership
- c) if any attempt has been made to use the TD Auto Club for business or commercial vehicles or purposes.

Liability Statement

All service operators providing service to members are independent contractors and are not employees of AXA Assistance Canada Inc., TD Auto Club or The Toronto-Dominion Bank. Therefore, AXA Assistance Canada Inc., 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 AXA Assistance Canada Inc.

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 AXA Assistance Canada Inc.

- ¹ TD Auto Club Membership is provided by AXA Assistance Canada Inc., 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 October 22, 2013 and are subject to change.
- ³ AXA Assistance Canada Inc. and The Toronto-Dominion Bank accept no responsibility or liability in respect of legal services provided.

Please note that all monetary values are stated in Canadian dollars.

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References to TD Canada Trust mean The Toronto-Dominion Bank.

