

ESSO
AUTO
CLUB

Membership

Benefits &

Information



We're drivers too.™

MEMBERSHIP HANDBOOK

Welcome to the Esso Auto Club!

As a valued member, you now have access to all of our motoring services ranging from our 24 Hour Emergency Road Services to our Travel Planning Services.

This membership handbook fully outlines all of the services and benefits available in your membership and how to use them. Please read it carefully.

- Continuing Member Bonus Plan
- Emergency Road and Towing Services
- How to Obtain Emergency Road and Towing Services
- Traffic Accident Emergency Services
- Vandalism Emergency Services
- Stolen Vehicle Emergency Services
- Motorist Legal Services
- Travel Planning and Protection
- Membership Agreement and General Conditions
- Request form

Happy carefree driving!

Remember, the Esso Auto Club will be there when you need help, offering you security and peace of mind. If you have any questions, just call us at: **1-800-387-1947**

GENERAL INQUIRIES, CUSTOMER SERVICE

Available: 24 hours/day, 7 days/week,
within Canada

TRAVEL PLANNING

Available: Monday to Friday -
8:30 am to 6:30 pm. E.S.T.
within Canada

EMERGENCY ROAD SERVICES, and AFTER HOURS EMERGENCIES

Available: 24 hours/day, 7 days/week
anywhere in Canada or the
continental United States

Toll free call: **1-800-265-3776**

Or write us at: Esso Auto Club
P. O. Box 5845
London, Ontario
N6A 4T4

GENERAL INFORMATION

- Your Esso Auto Club membership covers you no matter whose car you're driving. It does not cover someone else who is driving your car.
- If you have a Family membership, your spouse and children age 16, 17 and 18 years old are also covered. An Associate membership covers children age 19-25 years old. Children must live permanently at home.
- Do not mail claim receipts or inquiries concerning the Esso Auto Club with your Credit Card payment. Please mail claim receipts and inquiries directly to the Club head office at the address indicated on page 1.
- Memberships paid by credit card will automatically renew each year unless cancelled by the member to ensure membership renewal.
- Members who pay by cheque will receive a renewal notice prior to the membership expiry date and will need to submit payment.
- If your credit card number changes, or if you wish to change your method of payment, please contact us at **1-800-387-1947** to provide your new information.
- Replacement cards will not be sent to children who have reached the age of nineteen. Master members may purchase Associate memberships for children living at home between the ages of 19 and 25 by calling **1-800-387-1947**.
- Your replacement membership card will be sent to you each year, for as long as you remain a member of the Club.

CONTINUING MEMBER BONUS PLAN

Not only will you always receive a superior level of service through the Esso Auto Club, but you will also receive an increase in certain benefit limits (in the first 5 years) that you remain a member!

In order to recognize and reward our long term members, we have arranged for the benefits listed below to increase 10% at the beginning of each membership year starting in the second year. After five years of membership, these benefits will have increased over 46%! And your benefits will remain at this increased level for as long as you continue to be a member in the Esso Auto Club!

You can look forward to watching the following benefit levels grow:

- Traffic Accident Emergency Services
- Vandalism Emergency Services
- Stolen Vehicle Emergency Services
- Motorist Legal Services

Throughout this handbook, look for the symbol shown at right – it highlights the increasing benefits available to you as part of our Continuing Member Bonus Plan.



EMERGENCY ROAD & TOWING SERVICES

You can always count on the Esso Auto Club whenever you need roadside assistance. One of the service facilities qualified under our “Approved Roadside Service Program” will be there to provide you with the prompt, efficient service you need. Our Approved Facility network extends across Canada and the continental United States. When you receive service from one of our Approved Facilities, you need only present your membership card to the driver to obtain service instead of making payment yourself (see note on page 5).

Should an Approved Service Facility not be available, or if it is more convenient for you, contact an alternate garage of your choice and submit a detailed receipt to us for reimbursement (see page 4). We will reimburse you for the benefits outlined below up to the limits indicated.

EMERGENCY SERVICE CALLS UP TO 20KM

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

- have a dead battery
- need a tire changed from rack to wheel
- run out of gas
- lock your keys in the car

The Esso Auto Club does not cover the cost of parts, repairs or labour.

Reimbursement Option - Up to \$30.00 per call, subject to reasonable rates in accordance with Esso Auto Club standards.

BREAKDOWN TOWING - UP TO 20KM

The Esso Auto Club will be there should your car experience a mechanical breakdown, disabling it from proceeding under its own power. You're covered should you need a towing service to

move the vehicle you were driving from the place of mechanical breakdown to the nearest service establishment for repairs.

– Special equipment not covered

Reimbursement Option - Up to \$50.00 per call, subject to reasonable rates in accordance with Esso Auto Club standards.

WINCHING/EXTRICATION - UP TO 20KM

You're covered should your vehicle require winching from a ditch or from snow, and, once removed, can proceed under its own power.

Your vehicle must be accessible and located on or adjacent to a regularly travelled road. Roads, driveways and parking lots must be cleared and plowed for service to be provided.

Reimbursement Option - Up to \$50.00 per call, subject to reasonable rates in accordance with Esso Auto Club standards.

HOW TO OBTAIN EMERGENCY ROAD AND TOWING SERVICES

USING AN APPROVED ROADSIDE SERVICE FACILITY

1. Contact the Esso Auto Club directly from anywhere in Canada or the continental United States using the toll-free emergency phone number noted on the front of your membership card (1-800-265-3776). We are available to serve you 24 hours a day, 7 days a week, 365 days a year.
2. Provide our Customer Assistance Representative with your membership number, the nature of your difficulty and your location.
3. The Representative will make arrangements to have a service vehicle assist you.
4. Present the driver with your membership card for identification purposes.

USING A NON-APPROVED ROADSIDE SERVICE FACILITY

If you did not request service from one of our Approved Service Facilities, follow these steps for reimbursement:

1. When you require service, call the nearest service station.
2. Have the service station give you a detailed receipt indicating the cause of the disablement and the service required. (Claims under mechanical breakdown towing must be accompanied by a detailed repair bill.)
3. Make sure that your full name, address and membership number are printed clearly on the receipt. Mail the receipt

to the Esso Auto Club within thirty (30) days. (Keep a copy of all the receipts for your records.)

4. Upon receipt and confirmation of this information, we will send you a reimbursement cheque for the amount owing to you based on the limits indicated on pages 3 and 4.

NOTE:

The Esso Auto Club's Approved Roadside Service Program is available only to standard passenger vehicles (G.V.W. not exceeding 8,000 lbs./3,600 kg).

Approved Service Facilities are contracted to provide service according to a member's coverage and within specified areas. Should a member request service not related to his or her coverage, or should a service facility be required to go beyond its designated area, an additional payment may be required from the member. Approved Service Facilities may not be available in all areas.

All service operators providing service are independent contractors and are not employees of Esso Auto Club. Therefore, the Esso Auto Club cannot and does not assume liability or responsibility for any loss or damage howsoever caused to your vehicle or to any personal property resulting from the rendering of such service.

Any loss or damage should be reported to the Esso Auto Club and your insurance company within 24 hours and prior to any repairs being carried out.

To obtain service, you must remain with your vehicle. The Approved Service Facility will not provide service to an unattended vehicle. The maximum yearly limit for the number of Emergency Road Service and Towing calls is six (6) calls plus an additional two (2) calls for a Family membership and for each additional Associate membership. If in our opinion there is excessive use or abuse of these services, a member's access to the Approved Roadside Service Program may be discontinued regardless of the number of calls. Coverage does not apply to repeat calls for the same mechanical failure. It is your responsibility to keep your vehicle in roadworthy condition.

TRAFFIC ACCIDENT EMERGENCY SERVICES

A traffic accident can be a very frightening and unpleasant experience. The Esso Auto Club will be there to help by reimbursing you for expenses incurred as outlined below. To qualify for reimbursement, you must have reported the accident

to the police. Please be sure to contact your insurance company immediately following any traffic accident.

VEHICLE RENTAL - UP TO \$100.00

The Esso Auto Club will help cover the cost of vehicle rental provided through a recognized bona fide rental agency while your vehicle is being repaired as a result of a traffic accident (when not covered by regular vehicle insurance). Coverage includes the basic daily vehicle rental rate and taxes only.

EMERGENCY TRANSPORTATION/ ACCOMMODATION - UP TO \$300.00 TOTAL

The Esso Auto Club will reimburse you for up to \$300 total to cover transportation or accommodation expenses incurred. Coverage extends to you and your passengers for: commercial transportation to your destination or home, accommodation and meals in the vicinity of the traffic accident while you await repairs to your vehicle, and basic personal necessities which may be required.

ACCIDENT TOWING - UP TO \$50.00

The Esso Auto Club will reimburse for the towing of your vehicle from the scene of the traffic accident to the garage designated by you (when not covered by regular vehicle insurance).

SPECIAL RETURN OF PASSENGERS - UP TO \$100.00

Should you be travelling with passengers when the vehicle you are driving is involved in a traffic accident causing you to be immediately hospitalized, we will reimburse you up to \$100.00 for commercial transportation (bus, taxi, train or plane) and accommodation (motel, hotel lodging and meals) costs incurred in returning your passengers to their places of residence.

RETURN TO LOCATION OF REPAIR SITE - UP TO \$100.00

Should a traffic accident disable the vehicle you are driving and should you immediately leave the damaged and unroadworthy vehicle for repairs in the immediate vicinity of the traffic accident while you return home or move on to your destination, you will be reimbursed up to \$100.00 for expenses incurred for commercial transportation (bus, taxi, train or plane) from your home or destination back to the location of the repaired vehicle.

FAMILY MEMBER TRANSPORTATION - UP TO \$100.00

Should you be hospitalized as a result of a traffic accident, you

will be reimbursed up to \$100.00 for the commercial transportation cost of having an immediate family member travel to visit you.

AMBULANCE SERVICE - UP TO \$50.00

If you or your passengers sustain injuries as a result of a traffic accident while you are driving, the Esso Auto Club will pay for ambulance costs to convey you and/or your passengers to the nearest hospital (to the extent not covered by your provincial health plan or other insurance).

NOTE:

Traffic Accident Emergency Services are payable in the event the vehicle, while being driven by you, is disabled and unable to proceed under its own power as a direct result of your involvement in any traffic accident that has been duly reported to the police. The Esso Auto Club will reimburse you for any fee charged by police to obtain a copy of the accident report. Please enclose a receipt with your claim. We will reimburse you for one tow per accident. Reimbursement applies only to services engaged within seventy-two (72) hours of the time of the traffic accident.

HOW TO CLAIM

1. Contact the Esso Auto Club within 30 days of the date of the traffic accident.
2. Please indicate the details of the accident. Enclose the originals of the automobile repair shop invoice indicating the amount of damage done to your car. (Keep a copy of all receipts for your records.)
4. Enclose a copy of the police report. Any fee charged by the police to obtain this information will be reimbursed by the Esso Auto Club.
5. Enclose a letter from your insurance company stating what portion, if any, of the claim is covered under your insurance policy.
6. Enclose the originals of the invoice that indicate lodging, meals, car rental, towing, basic personal necessities, or commercial transportation costs incurred.
7. Upon receipt and confirmation of this information, the Esso Auto Club will send your reimbursement cheque to you.

As part of the Continuing Member Bonus Plan, all Traffic Accident Benefits will increase by 10% each year over the first 5 years of your membership. Increases are effective as of the beginning of each membership year starting in the second year.



VANDALISM EMERGENCY SERVICES

When your vehicle suffers malicious damage by vandals (to be named as such by the investigating police) leaving you stranded while awaiting the repair of your vehicle, the following services are available to you:

VEHICLE RENTAL OR TAXI SERVICES - UP TO \$100.00

The Esso Auto Club will help you cover the cost to rent a vehicle from a recognized bona fide rental agency until your vehicle is repaired. (Coverage includes basic daily vehicle rental rate and taxes only.) If you would prefer to make use of taxi services instead of renting a car, the Esso Auto Club will reimburse you up to \$10.00 a day for taxi hire, up to a maximum of 10 days, while your vehicle is being repaired.

MALICIOUS DAMAGE TOWING - UP TO \$50.00

The Esso Auto Club will reimburse for the towing of your vehicle from the place of malicious damage to the service establishment designated by you.

NOTE

In order for you to qualify for services, the malicious damage must be reported to the police and be identified by them as vandalism. Vandalism Emergency Services will not apply when covered by your regular vehicle insurance.

HOW TO CLAIM

1. Within thirty (30) days of the occurrence of the vandalism, report the incident to the Esso Auto Club.
2. Enclose a copy of the original police report. Any fee charged by the police to obtain this information will be reimbursed by the Esso Auto Club.
3. Enclose a letter from your insurance company stating what portion, if any, of the claim is covered under your insurance policy.
4. Enclose the original(s) of vehicle rental, taxi or towing receipts, if applicable. (Keep a copy of all receipts for your records.)

Upon receipt and confirmation, we will send you a cheque for reimbursement.

STOLEN VEHICLE EMERGENCY SERVICES

If your car has been stolen and you have duly reported the theft to the police and your insurance company, the Esso Auto Club will provide you with the following services:

VEHICLE RENTAL OR TAXI SERVICES - UP TO \$100.00

The Esso Auto Club will help cover the cost of renting a vehicle from a recognized bona fide rental agency until your stolen vehicle is recovered and made roadworthy. (Coverage includes basic daily vehicle rental rate and taxes only.) If you would prefer to make use of taxi services instead of renting a car, the Esso Auto Club will reimburse you for up to \$10.00 a day for taxi hire, up to a maximum of 10 days, until your vehicle is recovered and made roadworthy. You are eligible for reimbursement effective from the date the theft is reported to the police.

If your vehicle is stolen 80 km or more away from home and if you are stranded while awaiting the recovery of your vehicle, the following benefits are available to you:

TRANSPORTATION/ACCOMMODATION - UP TO \$150.00 TOTAL

The Esso Auto Club will reimburse you up to \$150.00 total to cover transportation or accommodation costs incurred. Coverage extends to you and your passengers for: commercial transportation to your destination or home, or accommodation and meals in the vicinity of the vehicle theft.

NOTE

Stolen Vehicle Emergency Services will not apply when covered by your regular vehicle insurance.

HOW TO CLAIM

1. Within thirty (30) days of the occurrence of the vandalism, report the incident to the Esso Auto Club.
2. Enclose a copy of the original police report. Any fee charged by the police to obtain this information will be reimbursed by the Esso Auto Club.
3. Enclose a letter from your insurance company stating what portion, if any, of the claim is covered under your insurance policy.
4. Enclose the original(s) of vehicle rental, taxi transportation or accommodation receipts, if applicable. (Keep a copy of all receipts for your records.)

5. Upon receipt and confirmation, we will send you a cheque for reimbursement.

As part of the Continuing Member Bonus Plan, all Vandalism and Stolen Vehicle Emergency Benefits will increase by 10% each year over the first 5 years of your membership. Increases are effective as of the beginning of each membership year starting in the second year.



MOTORIST LEGAL SERVICES

LEGAL ADVICE - UP TO \$50.00

Sometimes, you just want a lawyer's opinion on how or whether to proceed with a matter concerning the operation of a vehicle. The Esso Auto Club will reimburse you for some of the cost of retaining a lawyer to provide you with advice on the following matters:

- a. a preliminary legal opinion on any matter arising as a direct result of your operation of the vehicle.
- b. an interpretation of the Highway Traffic Act or similar statute.
- c. assistance in negotiating the settlement of a claim made against you as a result of a traffic accident arising out of your operation of the vehicle.
- d. legal advice on any matter arising as a result of your travelling on a common carrier licensed to carry fare-paying passengers.
- e. legal advice on any matter arising from your private sale or purchase of a vehicle.

LEGAL DEFENCE

When matters are more serious and you have been charged with an offence while operating a vehicle, the Esso Auto Club will help you cover the cost of the following legal services according to a schedule of fees as set by the Esso Auto Club:

- a. in defence of "moving violation" charges laid against you under Municipal By-Laws, the Highway Traffic Act or the Criminal Code of Canada.
- b. when you are sued in a Civil Court for damages arising out of your operation of an insured vehicle.
- c. in defence of "criminal negligence" charges or for causing death by criminal negligence.
- d. if you are injured as a pedestrian or bicyclist in a collision with any motor vehicle or common carrier, the Esso Auto

Club will reimburse you for legal fees incurred to collect compensation for such injuries from the party responsible.

LEGAL APPEALS

The Esso Auto Club will help you cover the cost of further legal services when, in the opinion of your legal counsel and the Esso Auto Club, an appeal against a conviction on any charge covered under legal defence is justified. Legal Appeal Benefit limits are reimbursable according to a schedule of fees as set by the Esso Auto Club.

LEGAL REPRESENTATION AT INQUEST

– UP TO \$100.00

The Esso Auto Club will help cover the cost of retaining a lawyer to represent you at an inquest where the death of any other person has been caused by your operation of a vehicle.

NOTE

Motorist Legal Services are not provided for alcohol and/or drug related charges and are also not provided when alcohol and/or drugs are a contributing factor to any other legal situation.

If more than one offence is involved, defence arising from the more serious offence will be eligible for reimbursement.

Payment of counsel fees is limited to payment of fee only and does not include payment for the costs of investigation, witness fees, court costs, judgments, fines, penalties, damages or costs awarded against you or any liability assumed by you.

AUTO AND TRAVEL ACTION SERVICE

– UP TO \$50.00

Should you experience difficulty in gaining satisfaction from auto manufacturers, dealers, mechanical repair shops, travel agents, travel couriers, airlines or should you encounter a similar auto or travel related problem, you may consult a lawyer to advise you on the best course of action to take.

HOW TO CLAIM

1. To qualify for Motorist Legal Services, you are required to contact the Esso Auto Club immediately upon receiving a summons (if applicable) and prior to engaging a lawyer. Reimbursement for the offences covered in the Legal Defence on a Legal Appeals benefits range from \$150 - \$600 depending upon the charge.
2. After the trial resolution, send in a detailed legal account, including procedures taken and the result of the trial. Please include your membership number with your name and address.

As part of the Continuing Member Bonus Plan, all Motorist Legal Services will increase by 10% each year over the first 5 years of your membership. Increases are effective as of the beginning of each membership year starting in the second year.



Legal expense coverage underwritten by: London & Midland General Insurance Company, 201 Queens Avenue, London, Ontario, Canada N6A 1J1

TRAVEL PLANNING AND PROTECTION

The Esso Auto Club offers travel services to help you make all your necessary travel arrangements. We can help you plan your next motoring vacation in North America.

PERSONALIZED AUTO TRIP PLANNING SERVICES

The Esso Auto Club's Travel Planning specialists can help you make your next motoring vacation more enjoyable than ever. Free of charge, we'll provide you with:

- a personal and computerized itinerary and routing
- point-to-point distance calculations for daily mileage planning
- maps with your route highlighted
- accommodation and campsite information

Also available are our "Destination Packs" for many of the major tourist regions. These packages include a range of sightseeing information about your destination such as sights to see, special events as well as handy facts and travel tips. Provided free of charge, our Destination Packs can help you get the most out of your next trip.

Please make all travel requests at least three weeks in advance of your departure date to ensure that you receive this valuable information in time to review it before your trip.

Our Travel Planning Counsellors are available to accept Travel Planner requests between 8:30 a.m. and 6:30 p.m. (E.S.T.), Monday to Friday.

MEMBERSHIP AGREEMENT AND GENERAL CONDITIONS

Membership agreement

The Esso Auto Club, hereinafter called the EAC, agrees to provide to the member named in the application for membership the benefits as listed in this Handbook, subject to the terms and conditions as defined in the Handbook.

The records of the EAC determine the commencement and termination dates of your coverage and will be evidence of your eligibility to claim for benefits.

Your membership is not transferable.

GENERAL CONDITIONS

“Traffic Accident” definition - for the purpose of this Handbook, “Traffic Accident” shall mean the upset or collision of a vehicle as defined below with any object moving or stationary.

“Vehicle” definition - for the purpose of this Handbook, “Vehicle” shall mean any motor car, truck, bus or motorcycle with a G.V.W. not exceeding 8,000 lbs./3,600 kgs., 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.

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

Only originals of receipts and/or charge card copies submitted by you will be accepted for consideration for reimbursement. Originals will be returned upon request.

Benefits as described in this Handbook will not be provided:

1. 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.
2. while a vehicle is not registered or not covered by Public Liability and Property Damage automobile insurance.
3. 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.
4. when your claim arises out of an incident which occurs while your membership with the EAC is not in force or you did not incur any expense.

It's important to us that you understand your coverage. You should be aware your coverage does not apply to:

1. cost of parts, repairs, labour, additional servicing equipment, storage or impound
2. towing from one repair facility to another
3. a second tow or repeat service calls for the same problem
4. unplatd or uninsured vehicles
5. costs which are covered by your regular vehicle insurance
6. vehicles driven into an area not regularly travelled (non-maintained roads)
7. non-members driving your vehicle

The EAC reserves the right to decline any claim presented for payment later than thirty (30) days from the date service was performed, or any claim not in conformity with the conditions of this membership as stated.

The services contracted for 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 military or police service.

The EAC reserves the right to decline payment for services and/or terminate membership when, in the EAC's opinion there is deemed to be misuse, abuse or excessive use of the EAC's services.

CHANGE OF ADDRESS

If, during your membership, you change your address, notify us immediately in writing.

CANCELLATIONS

If you are not completely satisfied with your EAC membership, you may cancel at any time by forwarding to the EAC both written notification of cancellation and your EAC membership card. Cancellation will be effective as of the date written notification is received at the EAC head office. No refund of fees will be provided unless request for cancellation occurs within 30 days of membership renewal (refund less the cost of claims incurred).

The term of the agreement is 12 months from the effective date of membership and shall automatically renew if paying by credit card for an additional 12 month period unless the customer gives written notice of termination. Upon renewal, EAC has the right to charge the customer's credit card account the renewal

fee being charged to all EAC members, and the customer agrees to pay such fee. Further, EAC has the right to terminate this contract on 30 days written notice prior to the renewal date if Imperial Oil unilaterally decides to cancel the program in total.

Esso Auto Club reserves the right to cancel your membership at any time if your credit card is no longer in good standing, or in the event of an NSF cheque payment.

The services of the Esso Auto Club are provided by Sykes Canada Corporation, London, Ontario.

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