



Prime Assist Roadside

1-877-322-1033

General Membership Terms

1. Benefits are authorized when the Member is a fully paid, registered Member in good standing with Dominion Automobile Association (2004) Limited (hereafter referred to as "DAA").
2. For the purposes of this Policy Guide, "Member" shall mean a person who is registered on the DAA membership application as a Primary or Secondary Member of Roadside Assist and "Membership" refers to a one-year term starting on the date of registration on the DAA membership application.
3. All benefits outlined or described in this Policy Guide are personal and individual, and thus non-transferable.
4. Benefits shall apply solely to matters arising while, and shall be in force only so long as; the Membership is in effect and in good standing at the time of an accident or incident.
5. All benefits outlined or described in this Policy Guide relate to the suite of benefits under the "Prime-Assist" product name.
6. Prime-Assist Roadside Assist includes the Roadside Assist and Travel Assist. In addition, Roadside Gold Membership includes the Accident Assist benefits as described in your Guide. Your Plan may be customized at additional cost by adding:
 - (a) Roadside Assist for your motorcycle or mobile home (RV Assist) under the same terms as the standard Roadside Assist program described in this Guide. The maximum weight of one of these vehicles is 11,000 lbs.;
 - (b) an extra Membership within your immediate household (described in this Guide as either "Family Member" or "Secondary Member"). As the person in the household purchasing this product, the Roadside Assist, Travel Assist and in the case of Roadside Gold Membership Accident Assist benefits are for you alone. You may purchase a second Prime-Assist Roadside Membership for another driver in your household at a discounted rate as quoted by your DAA representative. In the case of a Bronze or Silver Roadside Membership for a Secondary Member, he/she will receive the same benefits as a Bronze or Silver Primary Member as described in this Guide. In the case of a Gold Roadside Membership for a Secondary Member, he/she will receive the same Roadside, Travel and Accident Assist Benefits as a Gold Primary Member as described in this Guide and DAA will extend the Accident Assist coverage to all of the other dependents in the immediate family ("Family Coverage"). "Spouse" for the terms of this Guide is defined as the primary Member's legal husband or wife, or the person who the Primary Member lives with and is publicly represented as his or her Spouse for a continuous period of at least one (1) year and "Dependents" are children under the age of 23 years, unmarried, and dependent upon the Primary Member for maintenance and support and for the purposes of the Accident Assist benefit, includes Dependent Children under the age of 26 if in full time attendance at an accredited institution of higher learning.
7. For the purposes of this Policy Guide and related DAA sales materials, "Traffic Accident" shall mean a reportable collision of a vehicle, driven by the Member, with any object, moving or stationary.
8. If the Member changes his or her address, DAA must be notified immediately.
9. Any and all benefits not covered as outlined by this Policy Guide are the responsibility of the Member.
10. Effective Date – Coverage is effective on the date of registration on the DAA membership application.
11. Anniversary Date – means one (1) year from the Effective Date. Membership is renewed automatically on the Anniversary Date unless cancelled. The Member will receive a reminder by mail or through a DAA Representative prior to each Anniversary Date.
12. For the protection of all members, DAA may limit or suspend any benefits to any membership if, at the discretion of DAA, the Member is viewed to be an excessive user of such benefits.
13. All memberships are subject to acceptance by DAA.
14. DAA reserves the right to amend and/or change benefits and/or fees without notice.
15. Your one-year membership will be automatically renewed on your anniversary date. You'll receive a reminder by mail or through your DAA Representative prior to each anniversary date.
16. If, for any reason, you are not satisfied with your DAA membership, you are entitled to a full refund of your membership fees, less DAA's cost of any claims paid and/or services rendered, within the first 30 days of your membership year. To receive a refund you must apply in writing and return your membership card to DAA.
17. DAA's mailing address is: Dominion Automobile Association (2004) Limited, P.O. Box 5817, London, Ontario, Canada N6A 4T3.
18. DAA's membership service number is 1-877-DAA-1033 (1-877-322-1033) which may be accessed without toll charges from anywhere in Canada or the continental United States. Membership calls placed from outside of Canada or the continental United States may be made to 1-519-434-2185 on a collect-call basis when they involve requesting assistance for one of DAA's Accident Assist benefits.
19. All dollar amounts, unless specified otherwise, are quoted in Canadian currency.
20. This Policy Guide is governed by the laws of the Province of Ontario, Canada. It is the only agreement concerning the terms and conditions of the services provided, notwithstanding any other agreements or representations made.

Roadside Assist Terms

1. Roadside Assist coverage only applies when a Member or Family Member is the driver of a properly licensed passenger vehicle.
2. Unless RV Assist coverage (described under the General Membership Terms section of this Guide) is purchased, Roadside Assist does not apply to motorcycles, motor homes or recreation vehicles of any description.
3. Roadside Assist, dispatched from the nearest DAA-available service provider facility, includes:
 - (a) Battery boosts or cold-weather starting: a service provider will attempt to start the Member's vehicle.
 - (b) Fuel Delivery: an emergency supply of gasoline will be delivered to the Member to enable the Member to reach the nearest available service station. The Member will be responsible for the cost of the gas.
 - (c) Tire Changes: a service provider will install the Member's inflated and safely operable spare tire. In the event the spare tire is deemed to be unsafe, the vehicle will be towed to the nearest qualified repair facility. Service providers do not repair tires on-site.
 - (d) Lockout Services: should a Member lock his or her keys in a vehicle, a service provider will attempt to open and/or gain access to the passenger compartment of the vehicle and/or its trunk if accessible through such compartment. Parts, excessive labour and/or services of a locksmith may be at the Member's expense.
 - (e) Winching/Extrication: a Member is entitled to one truck for one half hour at the scene to have his or her vehicle extricated from mud, snow, or a ditch.
 - (f) Towing due to Mechanical Breakdown: should a Member's vehicle not be fit to operate safely under its own power following a mechanical breakdown, it will be towed to the nearest qualified repair facility (within 160 km for Roadside Assist Gold and Silver Memberships and within 15 km for Roadside Assist Bronze Membership) from the place of breakdown.
 - (g) Qualified Facility: A qualified facility is defined as a garage or service station which employs a licensed mechanic with capabilities of providing automobile repairs during their normal operating/business hours. No guarantee may be given on the availability of parts and/or specialty repairs.
4. DAA will provide Emergency Benefits as follows:
 - (a) Traffic Accident Benefits: Should a Member's vehicle become disabled due to a traffic accident, original receipts of the expenses incurred within 72 hours of the accident must be submitted to DAA within 30 days of the accident date. A copy of the police report must accompany the claim for reimbursement of emergency transportation, car rental, towing and emergency accommodation. The maximum benefit is \$500 per membership year for Roadside Assist Gold, \$250 per membership year for Roadside Assist Silver, and \$100 per membership year for Roadside Assist Bronze. DAA will cover only those claims not covered by your insurance company.
 - (b) Mechanical Breakdown Benefits: Should a Member's vehicle become inoperable due to a mechanical breakdown more than 80 km from the Member's home, original receipts of the expenses incurred within 72 hours of the breakdown must be submitted to DAA within 30 days of the breakdown date. A copy of a proof of breakdown (i.e. repair invoice) must accompany the claim for reimbursement of emergency transportation, car rental, towing and emergency accommodation. The maximum benefit is \$500 per membership year for each of Roadside Assist Gold and Silver Memberships and \$0 per membership year for Roadside Assist Bronze. DAA will cover only those claims not covered by your insurance company.
 - (c) Hazardous Weather Benefits: Should a Member experience delays and/or expenses due to snow, hail, ice, flood, tornado, hurricane, fog, avalanche, or forest fire while driving more than 80 km from the Member's home, benefits will be reimbursed for emergency transportation, car rental, towing and emergency accommodation. Benefits will be paid at 75% of actual expenses incurred to a maximum combined benefit of \$500 per membership year for Roadside Assist Gold, \$250 for Roadside Assist Silver, and \$0 per membership year for Roadside Assist Bronze. Original receipts of the expenses incurred within 72 hours of the delay must be submitted to DAA within 30 days of the delay as well as proof that the roads were impassable, such as a police report, government report, or newspaper clipping describing the circumstances. DAA will cover only those claims not covered by your insurance company.
5. Four service or tow calls can be authorized within the year of membership. Only one service or tow call can be authorized in a 24-hour period.
6. Roadside Assist is available through DAA's central toll-free number on a "sign-and-drive" basis. Should the Member prefer to use his or her own service provider, DAA will reimburse up to \$25 per service call. If the service provider cannot make the Member's vehicle safely operational at the site of a mechanical breakdown, DAA will reimburse towing costs up to \$35 per call. To claim your reimbursement, get a receipt and mail a copy of it to DAA at the address noted under General Membership Terms within 30 days of the service call or tow.
7. All service operators providing roadside assistance to DAA Members are independent contractors and are not employees of DAA. Therefore, DAA cannot and does not assume any liability or responsibility for any loss or damage to the 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 the Member's own insurance company within 24 hours prior to any repairs being carried out.
8. The Member shall be solely responsible for the cost of parts and/or labour to the Member's vehicle.
9. Loaded or altered vehicles or trailers of any type may not be covered. The Member may be asked to unload the vehicle before service is rendered.
10. DAA will not provide service for:
 - (a) Unattended and/or unlicensed vehicles;
 - (b) Vehicles disabled or stuck in a non-regularly traveled area; i.e. vacant lot, open field, beach, private or impassable road, mud trail, construction site;

- (c) Taxis, limousines, school buses, commercial vehicles and/or any other vehicle of any description that cannot be serviced with "standard automobile servicing equipment" over three tonnes.

Travel Assist Terms

1. Members may enjoy unlimited use, by phone or internet, of DAA's trip-routing services.
2. DAA's trip-routing services provide Members with free detailed maps, driving directions, a list of local hotels and a list of local attractions for destinations within Canada or the continental United States. These services are for the personal use of the Member and his/her immediate family.
3. A variety of vacation and travel savings for hotels, car rentals, resorts and cruises are available when the Member books through Carlson Wagonlit Travel, either online at www.cwtvacations.com/daa, or by phone, or in person at one of the more than 180 Carlson Wagonlit Travel agencies across the country. To find the location of your nearest Carlson Wagonlit Travel agency please visit the web address noted in this paragraph. Please call 1-877-322-1033 for details.
4. All members will receive Preferred Customer status when booking through Carlson Wagonlit Travel. In addition, all members have automatic access to the CWT Vacation Club which offers a variety of vacation savings and privileges. To access the CWT Vacation Club please visit the web address noted above.
5. The Carlson Wagonlit \$75 Vacation Certificate is valid when booking, through Carlson Wagonlit Travel, a preferred supplier vacation package (air, hotel, transfers) or cruise package with a minimum value of \$2,500 excluding taxes. This certificate can be applied to any of the vacation or cruise packages found within the CWT Vacation Club but cannot be combined with other Carlson Wagonlit Travel offers or promotions.
6. The Ontario's Finest Inns & Spas \$25 Certificate may be redeemed in any one of the following ways: a) towards accommodation at any one of 38 member inns; a minimum 2 night stay required; b) towards products and/or services at one of 12 member spas; minimum purchase \$275; or c) towards the purchase of an Ontario's Finest Inns & Spas gift certificate from head office; minimum purchase of \$275. Voucher valid any time subject to availability. Not valid with any other offer. Limit one Certificate per room per stay/purchase. For redemption, please mention this Certificate at time of booking and present it at any one of the current member inns or spas. Check the website at www.ontariosfinest.ca for the most current list of member inns and spas.
7. The Auto Club has no responsibility whatsoever for services booked by the Member with Carlson Wagonlit Travel or Ontario's Finest Inns & Spas.

Accident Assist Terms

Accidental Death & Dismemberment Insurance Certificate of Insurance for Dominion Automobile Association – Prime-Assist Roadside Members. Group Policy: SRG9107799. Effective Date: May 1, 2005

This Certificate of Insurance contains information about your insurance. Please read it carefully and keep it in a safe place. Refer to the definitions section below for the meanings of all capitalized terms.

The coverage outlined in this Certificate of Insurance is effective as of May 1, 2005, and is provided to all eligible Dominion Automobile Association Prime-Assist Gold Members and, if Family Coverage has been elected, their eligible Spouses and Dependent Children, by American Home Assurance (hereinafter referred to as the "Insurer") under Group Policy number SRG9107799 (hereinafter referred to as "the Policy") issued by the Insurer to Dominion Automobile Association (2004) Limited (hereinafter called the "Policyholder").

The terms, conditions and provisions of the Policy are summarized in this certificate, which is incorporated into and forms part of the Policy. All benefits are subject in every respect to the Policy, which alone constitutes the agreement under which benefits will be provided. The Policy is on file at the office of the Policyholder.

Claims payment and administrative services under this Policy are arranged by the Insurer, American Home Assurance. Head Office is located at 145 Wellington Street West, Toronto, ON M5J 1H8.

Definitions

Accident

means a sudden, unexpected and unforeseeable cause of injury from an external source.

Accidental Bodily Injury

means bodily injury caused directly by an Accident occurring while the insurance evidenced by this Certificate of Insurance is in force, which results, within three hundred and sixty-five (365) days after the date of the Accident, directly in any of the Losses to which the insurance applies, and is independent of any disease, bodily infirmity, bodily malfunction or any other cause.

Administrator

means the service provider arranged by the Insurer to provide claims payment and administrative services under the Policy. The Administrator for this insurance is American Home Assurance.

Dependent Child/Children

means any unmarried children who are dependent on the Member for maintenance and support and who are either under 23 years of age, or under 26 years of age and in full time attendance at an accredited institution of higher learning.

Dollars and \$

means Canadian dollars.

Hospital

means an establishment which holds a license as a hospital (if licensing is required in the province), operates primarily for the reception, care and treatment of sick, ailing or injured persons as in-patients, provides 24 hour a day nursing service by registered or graduate nurses, has a staff of one or more licensed physicians available at all times, provides organized facilities for diagnosis and major medical surgical facilities and is not primarily a clinic, nursing, rest or convalescent home or similar establishment or is not, other than incidentally, a place for alcoholics or those addicted to drugs.

Insurance Benefit(s)

means those amounts payable according to Sections 1. through 6. under Insurance Benefits below.

Insured Person

means a Member under age 80, and if Family Coverage has been elected, the Member's Spouse under age 80 and Dependent Children. Insured Persons under 70 years of age at the date of Loss are eligible for the full benefits described in this Certificate and Insured Persons aged 70 to 79 at the date of Loss are eligible for 50% of the benefits described in this Certificate.

Loss/Losses

means with respect to:

- (a) life, Accidental Bodily Injury causing death;
- (b) sight, speech or hearing, Accidental Bodily Injury causing entire and irrecoverable loss of sight, speech or hearing, respectively;
- (c) a hand or a foot, Accidental Bodily Injury causing actual irreversible severance at or above the wrist joint or the ankle joint but below the elbow joint or the knee joint, respectively;
- (d) an arm or leg, Accidental Bodily Injury causing actual irreversible severance of a foot at or above the elbow joint or the knee joint, respectively;
- (e) a thumb or a finger, Accidental Bodily Injury causing actual irreversible severance at or above the first phalange;
- (f) a toe, Accidental Bodily Injury causing actual irreversible severance of both phalanges; and
- (g) Loss of Use caused by Accidental Bodily Injury.

Loss of Use

means the permanent, total and irrecoverable loss of the ability to perform each and every action and service of the arm, leg, hand or foot. The loss of use must be continuous for a period of 365 days from the date of the Accident and be beyond remedy by surgical or other means.

Member

means any natural person resident in Canada who has been issued a Prime-Assist Gold Roadside Assist membership by the Policyholder and whose membership is registered, fully paid and in good standing as determined by the Policyholder. Member may be referred to as "You" or "Your".

Principal Sum

means \$25,000 for the Member, and if Family Coverage has been elected, \$10,000 for the Spouse and \$5,000 for each Dependent Child.

Quadriplegia or Paraplegia or Hemiplegia

means the total and permanent paralysis of all four limbs; or both legs; or one arm and one leg on the same side of the body, respectively.

Spouse

means Your legal husband or wife, or the person who You live with and have publicly represented as Your Spouse for a continuous period of at least one year.

Insurance Benefits

If an Insured Person sustains an Accidental Bodily Injury as a result of an Accident not otherwise excluded by this Policy, and the resulting Loss occurs within 365 days from the date of the Accident, the Insurer shall pay the Insurance Benefits specified under the applicable Sections 1. through 6. below, with the provision that Insured Persons under 70 years of age at the date of Loss are eligible for the full benefits described in each section and Insured Persons aged 70 to 79 at the date of Loss are eligible for 50% of the benefits described in each section. Persons age 80 and over are not eligible for benefits under this Policy.

1. Lump Sum Benefit Payable Upon Accidental Death or Bodily Injury

If an Insured Person sustains a Loss, the Insurer shall pay a lump sum amount determined from the following Schedule of Benefits. In the event that more than one such Loss to an Insured Person results from any one Accident, the Insurer will pay for only one Loss, that for which the largest benefit amount is specified.

If the body of an Insured Person has not been found within one year of disappearance, forced landing, stranding, sinking or wrecking of a conveyance in which he/she was an occupant, then it shall be deemed, subject to all other terms and provisions of the Policy, that such Insured Person shall have suffered Loss of life within the meaning of the Policy and this Certificate.

SCHEDULE OF BENEFITS

LOSS	AMOUNT
Life	Principal Sum
Quadriplegia, Paraplegia or Hemiplegia	Two times Principal Sum
Both Hands or Both Feet	Principal Sum
Sight of Both Eyes	Principal Sum
One Hand and One Foot	Principal Sum
One Hand and Sight of One Eye	Principal Sum
One Foot and Sight of One Eye	Principal Sum
One Arm or One Leg	Three-Quarters of Principal Sum
One Hand or One Foot	Two-Thirds of Principal Sum
Sight of One Eye	Two-Third of Principal Sum
Thumb and Index Finger of the Same Hand	One-Thirds of Principal Sum
Speech and Hearing	Principal Sum
Speech or Hearing	Two-Thirds of Principal Sum
Hearing in One Ear	One-Sixth of Principal Sum
Four Fingers on One Hand	One-Third of Principal Sum
All Toes on One Foot	One-Eighth of Principal Sum

LOSS OF USE	AMOUNT
Both Arms or Both Hands	Principal Sum
One Arm or One Leg	Three-Quarters of Principal Sum
One Hand or One Foot	Two-Thirds of Principal Sum

2. Additional Benefits Payable Upon Accidental Death

If an amount becomes payable under Section 1. above as a result of the Loss of life of an Insured Person, and the Loss occurred more than 200 kilometres from the Insured Person's permanent place of residence, the Insurer will pay the actual expenses incurred for preparing the deceased for burial and transporting the body to the place of residence, subject to a maximum of \$10,000. If an amount becomes payable under Section 1. above as a result of the Loss of life of the Member or the Spouse, the Insurer will pay an amount each year to or on behalf of each Dependent Child who, at the date of the Accident, was enrolled and attended as a full time student in an accredited institution of higher learning. Such amount will be paid annually for a maximum of four consecutive years provided the Dependent Child continues to be enrolled and attends an institution of higher learning. The amount paid each year is equal to the lesser of the actual annual tuition, exclusive of room and board, charged by such institution for each school year and five percent (5%) of the deceased Insured Person's Principal Sum, subject to a maximum of \$5,000 per school year.

If an amount becomes payable under Section 1. above as a result of the Loss of life of the Member, and following such Loss the Spouse enrolls in a professional or trades training program for the purpose of obtaining an independent source of support and maintenance, the Insurer will pay to or on behalf of the Spouse an amount equal to the actual costs for such program that are incurred within 30 months from the date of Loss, subject to a maximum of \$10,000.

If an amount becomes payable under Section 1. above as a result of the Loss of life of the Member or the Spouse, the Insurer will pay an amount each year on behalf of each Dependent Child who, at the date of the Loss, was under 13 years of age and was enrolled or subsequently became enrolled in an accredited day care centre within 90 days following the date of Loss. Such amount will be paid annually until the Dependent Child attains age 13, subject to a maximum of four consecutive years, provided the Dependent Child continues his/her enrollment in an accredited day care centre. The amount paid each year is equal to the lesser of the actual amount charged by such day care centre each year and three percent (3%) of the deceased Insured Person's Principal Sum, subject to a maximum of \$5,000 per year.

If an amount becomes payable under Section 1. above as a result of the Loss of life of an Insured Person, the Insurer will pay the actual expenses incurred for preparing the deceased for burial and funeral expenses, subject to a maximum of \$5,000.

3. Additional Benefits Payable Upon Hospitalization

If an amount becomes payable under Section 1. above and, as a result of the Accidental Bodily Injury, the Insured Person is confined to a Hospital for more than 3 consecutive days; the Insurer will pay a monthly amount equal to three percent (3%) of the Insured Person's Principal Sum. For periods of hospital confinement of less than one month, the benefit will be equal to one-thirtieth of the monthly amount for each day of confinement. Benefits are retroactive to the first day of Hospital confinement and are limited to a maximum of 12 months for any one Accident.

If an amount becomes payable under Section 1. above and, as a result of the Accidental Bodily Injury, the Insured Person is confined to a Hospital within 365 days of the Accident that is more than 200 kilometres from his/her permanent place of residence and the attending physician recommends the personal attendance of a member of the immediate family, the Insurer will pay the actual expenses incurred by one immediate family member for transportation by the most direct route by a licensed common carrier to the location of the confined Insured Person, subject to a limit of \$10,000. For purposes of this paragraph, the term "member of the immediate family" means the Spouse, parent, grandparent, child age 18 or over, brother or sister of the Insured Person.

4. Additional Benefits for Wheelchairs and Rehabilitation Training

If an amount becomes payable under Section 1. above and, as a result of the Accidental Bodily Injury the Insured Person is subsequently required to use a wheelchair to be ambulatory, the Insurer will pay the one-time cost of alterations to the Insured Person's residence to make it wheelchair accessible and habitable, and the one-time cost of modifications necessary to a motor vehicle owned by the Insured Person to make the vehicle accessible or drivable for the Insured Person, subject to a maximum of \$10,000. To be eligible for payment, home alterations must be carried out by an individual experienced in such alterations and recommended by a recognized organization providing support and assistance for wheelchair users. To be eligible for payment, vehicle modifications must be made by an individual experienced in such matters and the modifications must be approved by the applicable provincial vehicle licensing authority.

If an amount becomes payable under Section 1. above, the Insurer will pay the reasonable and necessary expenses actually incurred for rehabilitation training of the Insured Person, subject to a maximum of \$10,000. To be eligible for payment, the rehabilitation training must be required as a result of the Accidental Bodily Injury, be required in order for the Insured Person to be qualified to engage in an occupation in which he/she would not have been engaged except for such Accidental Bodily Injury and the expenses must be incurred within three years from the date of the Accident. No payments will be made for ordinary living, traveling or clothing expenses.

5. Accidental Medical Treatment Benefit

If, as a result of an Accidental Bodily Injury and within 30 days from the date of the Accident, an Insured Person requires medical treatment or incurs medical expenses for any of the following services while under the regular care and attendance of a legally qualified physician or surgeon, the Insurer will reimburse necessary medical expenses incurred within the 52 weeks following the date of the Accident, up to a maximum of \$5,000 for Insured Persons under age 70 years and \$2,500 for Insured Persons between the ages of 70- 79 years. Covered expenses include:

- (a) private duty nursing by a licensed graduate nurse who does not ordinarily reside in the Insured Person's home or is not a member of his/her immediate family;
- (b) transportation recommended by a legally qualified physician or surgeon, when such service is provided by a Professional Ambulance Service to the nearest approved Hospital which is equipped to provide the required and recommended necessary treatment;
- (c) Hospital services for which benefits are not provided by any Federal or Provincial Government Hospital Insurance Plan administered by the province or territory in which the Insured Person normally resides, whether paid or not;
- (d) rental of a wheelchair, iron lung or other durable equipment for therapeutic treatment, not to exceed the purchase price prevailing at the time the rental became necessary;
- (e) fees of licensed physiotherapists recommended by a legally qualified physician or surgeon, up to \$8 per treatment, subject to a maximum reimbursement of \$80 for any one accident and \$200 during any one calendar year;
- (f) drugs and medicines under a prescription issued by a qualified physician or surgeon;
- (g) miscellaneous expenses such as hearing aids, crutches, splints, casts, trusses and braces, but excluding replacement thereof; and
- (h) fees of licensed chiropractor, up to \$15 per treatment, subject to a maximum reimbursement of \$150 for any one accident and \$500 during any one calendar year.

The Insurer will only pay for benefits that are in excess of and do not duplicate benefits insurable or available under any Federal or Provincial Hospital and/or Medical Plans to the extent permitted by law and will not pay for any expenses available and/or collectable under any other policy or plan under which the Insured Person is covered.

6. Seat Belt Benefit

Any benefit payable in accordance with Sections 1. through 6. above shall be increased by 10% if the Accidental Bodily Injury giving rise to the Loss occurs while the Insured Person is a passenger or the driver of a private passenger type automobile and his/her seat belt was properly fastened. Verification of the actual use of the seat belt must be part of the official report of accident or be certified by the investigating officer.

Beneficiary

Unless otherwise specified by You, any amount due under the Policy for Loss of life at:

- (a) Your death will be paid to Your Spouse if living, otherwise equally to Your living children if any, otherwise equally to Your then living parents or parent, otherwise to Your estate; or
 - (b) the death of any other Insured Person, will be paid to You if then living, otherwise as though it were a sum payable under (a) above.
- All other benefits will be paid to You or as directed by You.

The beneficiaries herein designated may be changed in accordance with the Change of Beneficiary provision below.

Limitations and Exclusions

No benefits shall be paid for a Loss caused by or resulting from:

- (a) suicide or attempted suicide or intentionally self-inflicted injuries;
- (b) an Accident occurring while operating or learning to operate, or serving as a member of the crew of, any aircraft;
- (c) any act of war, declared or not, or civil disorders; or
- (d) active full-time service in the armed forces of any country.

General Provisions

1. Claim Reporting and Notice of Claim

Immediately after learning of a Loss, or an occurrence of an Accident which may lead to a Loss, notify the Policyholder at 1-877-DAA-1033 (1-877-322-1033). You will then be sent a claim form.

Written notice of claim (on a claim form or other written notification) must be given to the Administrator within forty-five (45) days after the occurrence or commencement of any Loss covered by the Policy or as soon thereafter as is reasonably possible, but in all events must be provided no later than ninety (90) days from the date of Loss. Written notice given by or on behalf of the claimant or the beneficiary to the Administrator with information sufficient to identify You, shall be deemed notice of claim.

2. Proof of Loss

The appropriate claim forms, together with written proof of Loss, must be delivered as soon as reasonably possible, but in all events within one (1) year from the date that the Loss occurred.

3. Examination and Autopsy

The Insurer at its own expense shall have the right and opportunity to examine the person of any Insured Person whose injury is the basis of a claim hereunder when and so often as it may be reasonably required during pendency of a claim hereunder, and also the right and opportunity to make an autopsy in case of death, where it is not forbidden by law.

4. Payment of Claims

Insurance Benefit(s) payable under the Policy will be paid upon receipt of full written proof, as determined by the Insurer. The Insurance Benefit(s) for Loss of life will be payable in accordance with the beneficiary designation and the provisions respecting such payment which may be prescribed herein and effective at the time of the payment. Any other accrued Insurance Benefit(s) unpaid at the Insured's death may, at the option of the Administrator, on behalf of the Insurer, be paid either to such beneficiary or to the estate of the Insured. All benefits will be payable in Canadian funds.

If any Insurance Benefit(s) shall be payable under the Policy to the estate of the Insured or to a beneficiary who is a minor or otherwise not competent to give a valid release, the Administrator may pay such Insurance Benefit(s), up to an amount not exceeding \$2,000, to any relative by blood or connection by marriage of the Insured or beneficiary who is deemed by the Administrator to be equitably entitled thereto.

Any payment made by the Administrator in good faith pursuant to this provision shall fully discharge the Insurer, to the extent of such payment.

5. Termination of Insurance

Coverage for Insured Persons ends on the earliest of the date:

- (a) Your Dominion Automobile Association Gold Roadside Assist Membership is cancelled, not renewed or ceases to be in good standing; or
- (b) the Insured Person reaches age 80 or otherwise ceases to be eligible for coverage; or
- (c) the Policy terminates. No Losses incurred after the date of termination will be paid.

6. Change of Beneficiary

The right to change beneficiary is reserved to the Member and subject to any provision or rule of law governing the right to change the beneficiary. The consent of the beneficiary or beneficiaries will not be required. To change Your beneficiary designation, call the Administrator at 1-877-DAA-1033 (1-877-322-1033).

7. Legal Action

No actions or proceedings may be brought against the Insurer after one (1) year from the date on which the Loss occurred, and all actions or proceedings must be brought in the province or territory in which the Insured Person was resident at the time the Loss occurred.

8. False Claim

If You make a claim knowing it to be false or fraudulent in any respect, You shall no longer be entitled to this insurance, nor to the payment of any claim under the Policy.