

# On the Move® Membership

## Terms & Conditions.

Updated: October 2018

### Welcome to On the Move®.

Welcome to On the Move, *powered by CAA*<sup>1</sup>. This unique Membership allows you to shop, dine, travel and get around town with special deals and discounts. It also includes one bike assist call and access to CAA Member discounts and Member perks which is where the CAA power comes in.

For over 115 years, CAA South Central Ontario (“CAA SCO”) has been helping Canadians stay mobile, safe and protected. We are Canada’s largest not-for-profit Automobile Association with over 2 million Members in South Central Ontario. We are also a strong advocate and voice for our Members on issues such as traffic safety, mobility, infrastructure and consumer protection.

This document outlines your Membership responsibilities, coverage and rewards and includes our Privacy Policy.

### **Section 1:**

#### **Responsibilities of Membership:**

As a Member of On the Move® it is your responsibility to adhere to the terms and conditions of membership included in this document. This document should be retained in a safe place for future reference.

#### **On the Move Members are expected to adhere to the following responsibilities:**

- Keep your contact and payment information current and up to date with CAA South Central Ontario (“CAA SCO”).
  - Ensure that membership payments are made in full and on time to avoid interruption to benefits.
  - Be prepared to show a valid membership card to receive discounts, savings or CAA Dollars.
  - At all times, respect our CAA SCO Associates, service providers and others associated with CAA SCO.
  - Be respectful and professional at all times when online, on our premises, attending any and all CAA events or participating in any of our forums. Do not use Membership as a means for engaging in criminal or illicit activity.
  - On the Move Members must reside in the club territory of CAA SCO.
  - If you are not renewing your Membership, contact CAA SCO to ensure the account is updated and your subscription, in the automatic renewal program is terminated.
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- **Native Status Tax Exemption:** Members requesting a partial tax exemption (GST) must provide in person a copy of their valid native status card at one of our CAA Stores each year in order for a partial tax exemption to apply. If you are unable to attend a CAA Store in person, tax will be included on the renewal statement and you can claim the tax exemption through the Ontario Ministry of Finance.

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<sup>1</sup> “Powered by CAA” refers to CAA Club Group (operating as CAA South Central Ontario).

® On the Move is a registered trademark of the Alberta Motor Association; used under license by CAA Club Group.

- **Accessibility for Ontarian's with Disabilities Act (AODA) exception:** Certain exceptions to the Membership Exclusions listed above may apply to persons requiring special accommodation due to a disability. Please contact CAA SCO or visit our website [www.caasco.com](http://www.caasco.com) for further details.

**CAA's Right to Revoke Membership** – CAA SCO reserves the right to cancel, revoke or not renew a Membership for any lawful reason, including but not limited to for failure to comply with the Member responsibilities, terms and conditions provided in this Agreement. At no time will CAA SCO tolerate harassment, intimidation, threatening or abusive behaviour and/or language directed at its Associates, service providers, or other CAA representatives. Upon expiry, non-renewal or cancellation of Membership, all accrued CAA Dollars and credits will be revoked without refund or compensation.

**Changes to Membership** – The terms, conditions, services, benefits, prices, policies and procedures of your On the Move Membership are subject to change at any time. If after receiving notice of any change to the terms of your Membership, you do not accept the new terms or do not wish to renew your Membership, you may terminate your Membership as of when the change takes effect.

### **Primary and Associate Member:**

#### **A Member can be either a Primary Member or an Associate Member:**

- A Primary Member is the main membership point of contact for each household on record, including for other Associate Members and for the purpose of authorization of account maintenance and changes. Primary Members are responsible for ensuring the accuracy of information for all household members.
- An Associate Member may be added to the Primary Member's account at anytime during the membership contract for an additional membership fee, payable at the time of joining and billed at the time of renewal.
- When the Associate Member permanently moves out of the Primary Member's household, she/he must set up a new membership and will no longer be covered as an Associate under the current Primary Member's account. CAA Dollars earned by the Associate Member are transferred to the Primary Member of the originating household.
- Each Member is only entitled to the benefits that apply to his or her Membership type.
- Members are permitted one membership per person per membership year. Members cannot hold a membership in more than one household.
- A Primary Member is billed for his/her own annual membership dues plus the annual membership dues of any Associate Members.
- Duplicate memberships will be revoked and refunds will not be provided where services have been used on a duplicate account.
- The Primary Member is the default beneficiary of any accrued CAA Dollars, even if earned by the Associate Member(s). CAA Dollars earned in a household by Associate Members are not transferable between households, unless the entire household is moving.
- All Primary and Associate Members must reside in the same household and must reside in CAA SCO territory.
- The Primary Member must ensure all the information on account is accurate and up to date, including contact information for Primary and Associates.
- Any service calls not covered by Membership must be paid for by the requesting Member at the time of service.

### **Member Identification:**

Each Member must be prepared to show his or her valid Membership card and/or identification upon request to the CAA representative.

**Payment:**

- Payment of annual dues may be processed by Visa, Visa Debit, Mastercard, or American Express. A valid credit card must be provided to CAA at the time of enrolment, and the annual dues will be charged to that card at each expiry annual expiry date. If your card number has changed, please notify us at 905-747-4550 to update your information as soon as possible.

**Membership Dues:**

- Membership dues are **non-refundable** and are due on an annual (365 day) billing cycle. Dues are subject to change without notice. If your Membership dues are not paid in full on or before your Membership anniversary:
  - your membership will lapse
  - you will not be entitled to Member Services or Member Benefits
  - you will forfeit your CAA Dollars® balance
  - you forfeit any benefits that may be linked to your Membership tenure
- Based on the information we have on file, we will send you a renewal notice via email to pay your Membership dues approximately 30 days prior to the end of your annual billing cycle. Prompt renewal of your Membership ensures there is no interruption in service.
- Any credits or CAA Dollars available on your account at renewal will automatically be applied to your renewal by default.
- Please ensure you review your Membership renewal notice for accuracy. If any changes are required, it is the Member's responsibility to notify CAA SCO prior to the renewal date.
- All Membership changes, including additions or deletions, must be authorized by the purchaser or authorized representative of the Membership account. Renewal is valid for a 12-month period based on the month of initial enrollment whether or not Membership benefits have been exercised.
- If after receiving notice of any change to the renewal of your Membership, you do not accept the new terms or do not wish to renew your Membership, you may terminate your Membership as of when the change takes effect or on the renewal date.

**Auto-renewal:**

Your On the Move Membership dues will be automatically charged to your designated pre-authorized credit card on file with CAA SCO. Based on the terms and conditions of your credit card issuer, it is probable that your financial institution will provide us with updated credit card information independent of you. You will receive an annual renewal notice approximately 30 days prior to your expiry date, which will inform you of the date your pre-authorized credit card will be charged. If we do not receive any alternative instructions from you, we will process your renewal Membership(s) by charging the credit card that is registered to your account.

If you have would like to terminate your Membership, you must provide us with notice at least 30 days before your Membership renewal date.

**Additional Charges:**

If any payment to CAA SCO is reversed, returned by your financial institution due to non-sufficient funds (NSF), or declined for any other reason, we will contact you to collect payment and/or update your payment information. You may be charged an administrative fee of \$25.00 per occurrence, including for any disputed charge that is determined to have been validly applied to your account. CAA SCO reserves a right of set off for any outstanding debts owing to CAA SCO or to its Service Provider(s).

**Cancellations:**

Please remember that your On the Move Membership automatically renews annually. Cancellation requests may be made at least 30 days prior to the renewal date:

By email: [otmMembership@getOTM.com](mailto:otmMembership@getOTM.com)

Or by Calling Member Support: **905-747-4550 or 1-888-999-1472**

Or in writing to: On the Move Membership Administration c/o CAA Club Group, 60 Commerce Valley Drive East, Thornhill, ON L3T 7P9.

**Membership Exclusions:**

On the Move Membership roadside assistance benefits are limited to one (1) Bike Assist call.

**Bike Assist:**

CAA provides "Bike Assist" services for On the Move members. Bike Assist is roadside assistance for your bicycle. Bike Assist does not cover motorized bicycles (ebikes) however, electric scooters and mopeds are only covered under CAA Plus membership.

On the Move Membership covers 1 Bike Assist service call per Membership year up to 10km.

If your bike becomes disabled and at CAA SCO or the service provider's discretion cannot be repaired on the spot, CAA SCO will arrange to transport you and your bicycle, up to 10km. Service will be provided to cyclists where there is permitted vehicle access and based on seasonal availability.

**Voting Rights:**

As an On the Move Member, you are entitled to vote at the CAA SCO Annual General Meetings. Our Members elect our Board of Directors, receive a copy of our consolidated financial statements and approve significant changes to the CAA SCO mandate. You may attend the Annual General Meeting in person or submit a proxy form appointing someone else to vote on your behalf.

**Section 2.****CAA Rewards®:**

CAA SCO may change these Terms and Conditions and/or any aspect of CAA Rewards without notice. CAA SCO may add, delete or change CAA Rewards partners, modify any offers provided by CAA Rewards partners or the accumulation or redemption details regarding reward dollars. If you default on your CAA Membership, become bankrupt, commit fraud, misrepresent any information, abuse the privileges granted to you under CAA Rewards or act in any other way to the detriment of CAA SCO or CAA Rewards partners, we may, without affecting our other rights, disclose such information requested by proper authorities, terminate your On The Move Membership and/or cancel the reward dollars in your account.

**CAA Dollars®:**

To earn and redeem CAA Dollars, you must be a current On the Move or CAA Member in good standing (Membership dues paid in full by Membership expiry date). CAA Dollars cannot be converted into currency at any time, and cannot be used to purchase CAA Batteries, or to pay any amounts owing on your CAA Rewards MasterCard. If there is a lapse in your Membership, you will forfeit any accumulated CAA Dollars. Your CAA Dollars will be automatically redeemed towards your On the Move Membership renewal dues. CAA Dollars may be redeemed against your CAA Insurance premium. Redemption is applicable once your CAA Insurance Company (Ontario) auto and/or property policy has been renewed

and your payments are up to date. Applying CAA Dollars to your first CAA policy term is exempt from the program. Redemption amount must be greater than 5 CAA Dollars and less than or equal to the total policy premium for the renewal term.

CAA Dollars earned through our rewards program are applied similar to a credit to reduce Member liability on annual renewal, upgrades or adjustment to your Membership. CAA Dollars are not considered as a discount, but as a form of a credit and are applied after dues and applicable taxes.

This credit then reduces the amount payable by the Member for any On the Move Membership renewals or changes which may result in payment. By using CAA Dollars as a credit, allows us to reduce the amount owing after tax.

**CAA Dollars earned on the National Bank CAA Rewards® Mastercard® credit card:**

Once the CAA Dollars earned under the card issuer's rebate program are forwarded to CAA SCO, they will be credited to the Primary On the Move Member's account. CAA Dollar redemption is governed by that CAA SCO's rules, terms and conditions applicable at the time of redemption. Terms, conditions and limitations apply.

CAA Dollars are rewarded to a maximum annual spend of \$50,000 on the National Bank CAA Rewards® Mastercard® credit card.

In the event that you default on payments for your National Bank CAA Rewards® Mastercard® credit card, CAA Dollars accumulated on those purchases may be forfeited. If reward dollars expire or are cancelled for any reason, they become void without compensation.

®Mastercard is a registered trademark of Mastercard International Inc. Authorized user: National Bank of Canada.

**Section 3.**

**Membership Concerns and Dispute Resolution:**

At CAA, we will attempt to resolve all enquiries at the first point of contact. Most of our Member concerns are resolved quickly and efficiently by our front-line Associates, but there may be cases when your concerns require further steps to include a Team Advisor, Supervisor or Manager for further review or investigation. Should you feel that your issue still remains unresolved, you can escalate your additional concerns to our Member Relations Team.

We are committed to providing a decision that is fair, equitable, and developed within our club standards. We use Member feedback to continuously improve our Club operations and Member value.

By email: **memberconcerns@caasco.ca**

**Or by fax: 905-771-4720**

**Or by Phone: 1-800-268-3750** or 905-771-3000 ext. 61340

**Mail:** Escalation Specialist – CAA South Central Ontario  
60 Commerce Valley Drive East, Thornhill, Ontario, L3T 7P9

Members should provide in their communication your preferred contact method, name, address and 16-digit Membership and/or reference number in addition to specific details of steps taken to address your concerns, such as the service or product in question, the particular dates on which the matters complained of occurred or were brought to your attention.

We will acknowledge all Member concerns within 5 business days. We are committed to resolving your matter, upon receipt of all relevant documentation within 30 business days.

## **Section 4:**

### **Privacy Policy:**

CAA Club Group (o/a CAA South Central Ontario) and its affiliated companies (collectively, “CAA SCO”) respect the privacy of your personal information.

This Privacy Policy applies to the personal information that CAA SCO collects uses or discloses in the course of commercial activities, both online and offline.

For information on the manner in which CAA collects, uses, discloses and otherwise treats personal information relating to our travel business, please see the Privacy Policy for CAA Travel (South Central Ontario) Inc. Similarly, for information on the manner in which we collect, use, disclose and otherwise treat personal information relating to our insurance business, please see the Privacy Policy for CAA Insurance Company. [www.caasco.com/privacy](http://www.caasco.com/privacy)

### **What is personal information?**

Personal information means information about an identifiable individual.

### **What personal information does CAA SCO collect and use?**

If you choose to become a member of On the Move (CAA SCO), we may ask you to provide certain personal information, including, but not limited to:

- Full name and address (both of which must be provided)
- Home, cell and business phone numbers
- E-mail address
- Date of birth
- Payment information
- Information about all associate members, if any, residing in the same household; and
- Information about your present or future use of the products and services we provide

If you provide CAA SCO with the personal information of other members of your household, for example, to obtain an associate Membership, you confirm that they consent to our collection, use and disclosure of their personal information for the purposes outlined in this policy.

Details relating specifically to information collected on our website can be found in the Internet Security & Privacy section of this document.

If you choose to enter into contests sponsored by CAA SCO, we will ask you to provide personal information in order to contact you in the event that you are eligible to win any prizes being offered in a given contest. At the time you enter a contest, we may also obtain your consent to contact you with respect to products or services offered by CAA SCO.

Many of our products and services are available both to members and non-members. The personal information that we collect in providing these goods or services will vary. CAA SCO and its affiliates may share your personal information with each other in accordance with this policy. CAA SCO may also collect your personal information from third parties in accordance with this policy; for example from one of the swipe & save loyalty partners in order to ensure we provide you with CAA Dollars.

Occasionally, we may send you information about new and existing services and benefits that we or our loyalty partners offer. In order to offer products and services that are relevant to you and to help us serve you better, we may review and analyze your use of CAA SCO's and our loyalty partners' products and

services. In addition, for the same purposes, we may also collect and analyze information from publicly available demographic data about the territory in which CAA SCO operates.

**CAA SCO may collect and use your personal information to:**

- Authenticate, process, administer and manage your Membership (if applicable);
- Provide requested products or services;
- Better understand your needs and the ways in which we can improve our products and services;
- Establish and maintain communication with you, including responding to your inquiries, via direct mail, email and/or telecommunications;
- Confirm eligibility for Membership or receipt of a product or service;
- Process payments;
- Meet any legal, regulatory, processing or security requirement that requires use or disclosure of your personal information;
- Inform you about products and services that we offer (or that we and our loyalty partners jointly offer), which we believe may be of interest to you;
- Administer your participation in contests; and
- Conduct surveys or research for CAA SCO's internal use.

**How does CAA SCO disclose personal information?**

We will not disclose, trade, rent, sell or otherwise transfer your personal information, without your consent, except as otherwise set out herein.

**Service Providers and Affiliates:**

CAA SCO may share your personal information with our affiliates and with our suppliers of goods and services, service providers and agents which are responsible for administering or providing products and services on our behalf. For example, we may use service providers to authorize and process payments, send email or other communications, run our contests, conduct customer research or manage and analyze data. Our service providers are only given the information they need to perform their designated functions, and we do not authorize them to use or disclose personal information for their own marketing or other purposes. Moreover, your personal information may be maintained and processed by our affiliates and service providers outside of Canada, including in the United States.

**Partnerships:**

Although we sometimes offer products and services jointly with our loyalty partners, these partners never have access to our list of members and customers. Instead, personal contact information is transferred to a service provider specialized in contact (direct mail, email and/or telecommunications) list treatment. A strict data protection and non-disclosure agreement has been signed between CAA SCO and any such service provider beforehand.

**Sale of Business:**

We may transfer your personal information as an asset in connection with any contemplated or actual sale, merger or other disposal of all or part of our business or assets, or as part of a corporate reorganization or other change in corporate control, including for the purposes of determining whether to proceed with such transaction or fulfilling any records or other reporting requirements to such parties. In such circumstances, we will ensure that any transfer of personal information is subject to reasonable data protection security protocols.

**Legal:**

CAA SCO and its Canadian, U.S. and other foreign service providers and affiliates may provide your personal information in response to a search warrant or other legally valid inquiry or order, or to an investigative body in the case of a breach of an agreement or contravention of law, or as otherwise required by applicable Canadian, United States or other law. We may also disclose personal information where necessary for the establishment, exercise or defence of legal claims, to investigate or prevent actual or suspected loss or harm to persons or property, or as otherwise required or permitted by law.

**Opting Out:**

If you wish to opt out of receiving marketing communications or change your preferences, please complete an Opt-Out Form and send it back to us. In the event of email communications, you may also click the “unsubscribe” link at the bottom of each of our emails. An Opt-Out Form can be obtained directly on our website at [www.caasco.com/privacy](http://www.caasco.com/privacy), or by visiting one of our CAA Store locations or by calling our toll-free number at **1-800-268-3750**. Please note that if you unsubscribe from receiving marketing communications, you may still continue to receive transactional or informational messages from us.

**How will CAA SCO protect my personal information?**

Only authorized CAA SCO employees and agents who need your personal information will have access to it, unless access by others is authorized or permitted by this policy or by applicable law. CAA SCO takes precautions in an effort to help protect your personal information against loss, theft and unauthorized access, use, alteration, duplication, destruction or disclosure. Such controls include reasonable technological, physical and organizational safeguards, depending on the sensitivity and the format of the information.

CAA SCO will destroy, erase or render anonymous personal information no longer required for the stated purposes or for a legal or legitimate business requirement.

**How do I access or correct my personal information, or make inquiries or submit comments to CAA SCO?**

You have the right to access, update, and correct inaccuracies in your personal information in our custody and control, subject to certain exceptions prescribed by law. If you wish to update or request access to, or correction of, your personal information in CAA SCO's records, or to make inquiries or complaints, please contact our Chief Privacy Officer in writing at:

CAA South Central Ontario, Chief Privacy Officer,  
60 Commerce Valley Drive East, Thornhill, ON L3T 7P9.

**Or by fax to: 905-771-3101**

**Or by email: [Privacy@caasco.ca](mailto:Privacy@caasco.ca)**

**Or by phone: 1-800-268-3750**

We may request certain personal information for the purposes of verifying the identity of the individual seeking access to their personal information records. Some information may not be accessed in certain circumstances, for example if it contains personal information of other persons or for other legal reasons.

If you have any inquiries or comments regarding this Privacy Policy or CAA SCO's privacy practices, please write to or contact our Chief Privacy Officer at the same addresses listed above.

**CAA SCO Disclaimer:**

Neither CAA SCO nor its affiliates, nor any of their respective officers, employees, directors, agents or contractors (collectively, “CAA SCO”) have any responsibility or liability for any expense, loss, cost, injury, damage, delay, travel cancellation, accident or any other matter, however suffered or caused (including

compensatory, incidental, indirect, special, punitive, consequential or exemplary damages or damages for loss of income or profits), directly or indirectly arising out of or related to:

- Failure, delay or decision by CAA SCO in administering any of the benefits outlined in these Terms and Conditions, including Roadside Service Call products and services, CAA rewards and CAA Dollars;
- An offer, representation, statement or claim about the CAA Rewards program;
- Information on any Partner or their products or services; or
- The availability or appropriateness of any special offer by a Partner.

**Changes to this Privacy Policy:**

CAA SCO reserves the right to change this Privacy Policy from time to time. If this Privacy Policy changes materially, we will take reasonable measures to notify you, including posting a copy of the revision on our website at [www.caasco.com/privacy](http://www.caasco.com/privacy). Accordingly, we recommend that you review this Privacy Policy from time to time.