

AAA WESTERN AND CENTRAL NEW YORK MEMBERSHIP TERMS AND CONDITIONS GUIDE



These terms and conditions (the "Terms") govern your membership with AAA Western and Central New York, Inc., including its affiliates and subsidiaries, as applicable ("AAAWCNY," "we" or "our"). Purchase or use of your AAAWCNY membership subjects you to these Terms. The Terms are available at any time online (at AAA.com), or you may request a copy by writing to us at the address below (see "Service Comments"). We may change the Terms at any time by posting revised Terms on AAA.com, without notice or liability. Unless otherwise noted, any changes take effect immediately.

Your AAA Membership

You should carry your membership card with you at all times. The first person in a household who joins the Club is referred to as the "Primary member." The Primary member must be at least 16 years old and have a valid government issued ID. Other members in your household are not eligible to use your card, but they can be added to your membership at a discounted "Associate member" rate. A separate membership card will be issued for each member. Associate members must carry the same coverage (AAA Basic®, AAA Plus®, AAA Premier®) as the Primary member. Optional AAA RV Rider benefits also cover every member on the membership. Primary members are responsible for the conduct of their Associate members. When requested, AAAWCNY may share service details with Primary members related to Associate member service requests or calls. Your individual membership cannot be used by a business or organization to provide roadside assistance for its customers, employees, or vehicles (including without limitation, ride sharing services). Limit one membership per person.

Extended benefits

Members may upgrade to AAA Plus or AAA Premier at a pro-rated amount based on the membership's expiry.

The optional AAA RV Rider is not offered at a prorated amount. AAA Plus, AAA Premier, and AAA Plus/RV® or AAA Premier/RV® coverage begin 7 days after enrollment or upgrade. All AAA Basic benefits are available during the 7-day wait for extended services. Pre-existing breakdowns are not eligible for AAA Plus, AAA Premier, AAA Plus/RV, or AAA Premier/RV coverage. A service fee, in addition to standard membership dues, will be assessed for new or past due members in need of roadside assistance, provided at the Basic level, at the time of enrollment.

Membership renewal

If payment is late and received within 90 days after the due date, the original expiration date of your membership will not be changed, unless you request otherwise. If requested, the revised membership will commence upon payment and will expire the following year on the last day of the month in which payment was received. In that event, an entrance fee will apply. Your membership tenure will not be affected.

Automatic dues renewal

Authorize your AAA dues to be charged annually or monthly to your credit card (Visa, MasterCard, or Discover) to prevent any lapse in your membership coverage. By agreeing to automatically renew your membership, your membership will continue until canceled, and you agree for AAAWCNY to charge current membership dues to your credit card until canceled. Automatic renewal may be cancelled online by visiting the "Billing information" section of your AAA.com account or by calling (800) 836-2582.

The Monthly Payment Plan ("MPP") allows eligible members to pay for

their annual membership via 12 monthly payments. Members wishing to enroll in MPP must sign up for Automatic Dues Renewal with a valid credit/debit card during the billing period. The members' credit/debit card will be automatically charged each month and will include a \$1 processing fee for each payment processed. Some restrictions may apply. See AAA.com for more specific information, details and requirements.

Membership refund policy

Members will receive a refund if the membership is canceled within 30 days of the renewal date or join date. Entrance fees will not be refunded. If road service, travel, or attraction discounts are used, the cost of service or discount will be deducted from the refund.

Scope of service

Your membership doesn't just cover one car. **Your membership covers you in any eligible vehicle** you are driving or as a passenger if that vehicle becomes disabled.

When your vehicle cannot be made operable upon providing the services listed in these Terms, your vehicle will be towed to a repair facility of your choosing to render the service, or a maximum of five miles in any direction from the point of disablement, or back to the responding facility, at no charge. When transportation to the repair facility cannot be provided, AAAWCNY will assist you in locating alternative transportation at your expense. If a repair facility cannot be located, we will assist you in locating lodging or alternative transportation, at your expense. AAAWCNY is not liable for any damages or claims arising from the action, or inaction, of the chosen repair facility. In the event of a dispute between you and a repair facility, AAAWCNY may attempt to assist in mediating the dispute, depending on the circumstances, but AAAWCNY is not responsible for the resolution of any dispute or for the repair facility's action or inaction.

Roadside Assistance is provided by AAA owned fleets as well as a nationwide network of independent contractors. Under your membership, Roadside Assistance will be provided without charge from the nearest available provider. Your service call will include AAA's operator/truck traveling to the disabled vehicle, where the service operator will attempt to make your vehicle operable.

AAAWCNY cannot control the manner or method employed by independent contractors providing Roadside Assistance. AAAWCNY is not liable for any claims, damages, actions, suits, or demands (collectively, "Claims"), arising from any act or omission of an independent contractor(s). Claims are the responsibility of the independent contractor. In the event of a dispute between you and an independent contractor, AAAWCNY may assist by mediating the dispute, but AAAWCNY is not responsible for an independent contractor's action or inaction (see "Service Comments/Claims" below).

Charges for service that exceed the benefits listed will be at prevailing hourly or mileage rate of the region where service is provided. Payment is due at the time of service by cash, check, or credit card.

How to obtain Roadside Assistance

Roadside Assistance is available 24 hours per day, 7 days per week by downloading the AAA Mobile app, visiting AAA.com, or calling (800) 222-4357 ((800) AAA-HELP). For those members who have a hearing impairment and use a TTY device or relay service, dial (315) 451-5020 or 711 respectively.

Service will be provided to any member driving or riding in an eligible vehicle when it becomes disabled, subject to these Terms.

When you place your call, please give all information asked for by the operator. Be prepared to give your name, date of birth, address, membership number, vehicle description, location of vehicle and probable trouble. This information is required for us to properly service you. If you have a physical disability that requires special transportation or needs please let us know at the time of call placement.

When the service provider arrives, you will be requested to present your driver's license or other photo ID and a valid membership card in order to obtain service. Please note that recording devices may be used in roadside assistance vehicles.

We welcome comments concerning your experience and will work with you to resolve your concerns. Call us 24/7 at (800) 836-2582 or email us at msc@nyaaa.com.

Stay with your vehicle

You should remain at or near your vehicle to receive service. Unattended vehicles cannot be put in running order, since they may be stolen or need additional starting if the engine is turned off. Of course, exceptions will be made in extenuating circumstances.

By choosing Roadside Assistance, you recognize the assumption of certain risks associated with towing or other vehicle-related services. Each member is responsible for the removal of any and all valuables from the vehicle prior to receiving Roadside Assistance. AAAWCNY is not responsible or liable in the event of loss or damage to any personal item(s) during a service call, including personal items allegedly left in the vehicle during or after service.

AAAWCNY is not a law enforcement agency. AAAWCNY associates cannot conduct criminal investigations on behalf of, or at the request of, our members. To report an alleged loss of your personal items, please contact your local authorities and your insurance company. AAAWCNY may assist, when requested, upon receipt of legal process.

Safety

If you do not feel safe, always call the proper authorities. AAAWCNY cannot facilitate emergency rescue operations.

Eligible vehicles

Service applies to all properly licensed four-wheeled motor vehicles of the passenger, pleasure, or recreational type (vans, campers, and motor homes) regardless of license plate designation (except as noted below), if those services can be safely delivered in the particular circumstances with standard equipment (i.e., considerations related to the specific size, height, weight, or wheelbase, including loaded or modified vehicles).

Dual-wheeled campers/motor homes are eligible for all services except towing, extrication/winchng and tire service. Dual-wheeled unloaded pickup trucks (with unmodified pickup bodies) are eligible for all services. Dual-wheeled vans, utility, boat, and snowmobile trailers are not eligible for service. Rented passenger vehicles and commercial vehicles are eligible for service, with the exception of taxi cabs and limousines or vehicles otherwise identified as fee for service vehicles with livery license plates.

AAA Plus/RV and AAA Premier/RV members receive extended vehicle coverage for all services to include motorcycles, motor homes, pickup trucks with campers, and 5th-wheel travel trailers.

Vehicles that cannot be safely driven are not eligible for services, which would include, without limitation, vehicles for which, in AAAWCNY or its independent contractor's sole discretion, there is no legal driver available (e.g., not under the influence of drugs or alcohol).

Optional RV and motorcycle coverage

The AAA RV Rider is an optional benefit that can be added, for a fee, to AAA Plus or AAA Premier. The RV Rider extends present Roadside Assistance benefits to recreational vehicles for all services up to \$500 per service request and limited to \$1,000 per household per membership year, regardless of the total number of allotted service calls used in that membership year. Recreational vehicles include motorcycles, all motor homes, pickup trucks with campers, travel trailers, and 5th wheel travel trailers.

AAA RV benefits are effective 7 days after enrollment or upgrade to the extended service. RV calls are taken from the 4 calls allotted to AAA Plus or AAA Premier Membership. RV coverage applies to all members on the account that carries the RV Rider. Service will not be rendered to breakdowns occurring prior to enrollment in the AAA RV Rider.

Roadside Assistance call allowance

In an effort to increase the quality of Roadside Assistance and decrease delays, each member will be entitled to a maximum of four free service calls per year. After the four free calls, AAAWCNY may assist members

in obtaining private service from AAA-approved contractors (fleet or independent contractor) when available at the member's expense. AAA Plus, Plus/RV, Premier and Premier/RV benefits cease after the fourth service call. RV calls are counted against the four calls allotted to Plus or Premier membership.

Mechanical adjustments

Minor/temporary adjustments will be made in an attempt to enable your vehicle to operate safely under its own power. If these attempts are unsuccessful after a reasonable effort by the service provider, the towing provision will apply. AAAWCNY does not represent or warrant that the minor/temporary adjustments will resolve any mechanical concerns or warrant the accuracy of any technician's initial recommendation(s) or the minor/temporary adjustment made.

Tire change

Your spare will be installed to replace a flat tire. For safety reasons, the rim should be free of rust and the tire inflated and serviceable. If the spare cannot be safely installed, the towing provision will apply.

Fuel delivery

A limited supply of fuel will be delivered to your disabled vehicle to enable you to reach the nearest service station. Specific types, brands, octane ratings, or blends, cannot be promised. If the necessary type, brand, octane rating, or blend of fuel is not available for delivery or the vehicle cannot be made operable, towing services will be provided in accordance with the towing provision. AAA Basic Members will be charged the current pump price for the fuel. AAA Plus and AAA Premier Members will be provided, at no additional cost, a sufficient amount of fuel to enable you to reach the nearest service station.

Battery service

A battery boost will be provided in an attempt to start your vehicle. All inclusive mobile battery testing and replacement service (at a member discounted rate) is also available to members in many areas. Please contact us for additional information. Please see separate applicable terms and conditions related to battery warranties. AAAWCNY is not able to warranty any battery without proof of a failed battery test.

Locksmith service

Lockout service: If your keys are locked inside the vehicle, service will be sent to gain entrance. If the service provider cannot gain entrance to your vehicle, locksmith service up to \$50 (or reimbursement for commercial locksmith service up to \$50) and/or, towing services will be provided in accordance with the towing provision.

Lost or broken key: If the key that operates or provides access to the passenger compartment of the vehicle is lost or broken, locksmith service up to \$50 or reimbursement for commercial locksmith service up to \$50 will be provided. In cases where the vehicle cannot be made operable, towing services will be provided in accordance with the towing provision.

AAA Plus and AAA Premier memberships provide added coverage or reimbursement up to \$100 in parts and labor for locksmith service if such service is required to unlock your vehicle or make it operable.

AAA Premier provides reimbursement for up to \$100 per household once per membership year in commercial locksmith services to gain access to member's primary residence from the outside with proof of primary residence.

Extrication/winchng

Your vehicle will be extricated/winchng when it can be safely reached from a normally traveled or established and maintained thoroughfare. If special equipment, more than one truck, or more than one person is required, the associated costs may be at your expense. AAA Plus and AAA Premier provide coverage to include the delivery of services by a second truck and operator for one hour at the scene. Extrication/winchng is not available for snowbound or un-shoveled vehicles. AAAWCNY is not responsible for, and is unable to, shovel or clear snow, mud, dirt, or sand.

Towing services

Your vehicle will be towed when it can be safely reached from a normally traveled or established and maintained thoroughfare. Flatbed service or specific truck requests cannot be guaranteed at the time of request, and may require an additional fee if requested but not required. Towing is limited to one tow per breakdown. Tows exceeding the allowed mileage will pay a prevailing rate for each additional mile, payable at the time of service. In the event that your vehicle requires towing service from an automobile-related facility (such as a repair facility), the vehicle will be towed during the facility's regular business hours. AAA will not provide towing services from an impound lot, but full reimbursement for covered services will be provided.

In instances when your vehicle becomes disabled while towing a trailer, towing service will be provided for the trailer (excludes fifth-wheel trailers) to the same repair facility as your vehicle. You will be required to pay for trailer towing (except for trailers covered under the optional RV Rider).

AAA Plus provides up to 100 miles of free towing in any direction from the point of disablement to the destination of your choice. AAA Premier provides up to 200 miles of towing on one of your four allowable service calls, and up to 100 miles of towing on the three remaining allowable calls.

Bicycle Assistance

Transportation services will be provided for you and the bicycle you are riding when it has become disabled and can be reached from a normally traveled road. If you are on a bike path, trail, or other restricted pathway, the service vehicle will meet you at the closest point of entry for motor vehicles. We'll take you and your bicycle to the location of your choice according to the towing benefit included with your membership. Any additional mileage is at the member's expense and due at the time of service. Bicycle repairs and tire changes are not available. Bicycle Assistance is included in your annual allowance of four free service calls. Members should be with the bicycle at time of service. Outside Club territory, Bicycle Assistance will be rendered when available or reimbursement will be offered for covered services.

Canceling calls

If your car starts, you remedy your problem before the service provider arrives, or if you otherwise no longer require service, please contact AAAWCNY to cancel your request so service can be expedited for others and to assure the call does not count as one of your four yearly service calls.

When services do not apply

Roadside Assistance will not be rendered to any vehicle when towing is requested other than for mechanical breakdown or accidents. Proper vehicle registration and licensing is required to provide service. AAAWCNY cannot facilitate emergency rescue operations. In the event of a government-issued travel ban, AAAWCNY cannot offer Roadside Assistance services in the affected areas. Service is not available for snowbound or un-shoveled vehicles, or vehicles inaccessible due to road conditions. AAAWCNY is not responsible for, and is unable to, shovel or clear snow, mud, dirt, or sand.

Unavoidable delays

Because of our geographic location, calls for service can number well over 3,000 per day on especially severe weather days, with every piece of equipment in use around the clock. In these circumstances, long delays cannot be avoided and AAAWCNY appreciates your patience. It is possible in certain circumstances that all services may be unavoidably delayed, or even temporarily suspended (i.e., severe weather days). AAAWCNY does not represent or warrant that it can provide service at any given time, or that you will receive service within a certain amount of time.

Alternate service

If you have followed the procedure outlined to obtain Roadside Assistance and AAA service is not available or AAA contractor access is restricted (toll roads, limited-access highways), AAAWCNY will provide reimbursement for covered services at the prevailing commercial rate for the region, based on your level of membership. Full reimbursement for covered services will be

provided for police-ordered tows, where AAA access is legally restricted, and tows from impound lots. Storage fees will not be reimbursed. Towing is limited to one tow per breakdown.

If AAA service was available but not requested, reimbursement may be limited to the amount AAAWCNY would normally have paid for the covered service.

You must submit the original receipt within sixty days of service for consideration. AAAWCNY may adjust or deny reimbursement for service provided by individuals or companies not normally engaged in providing roadside assistance.

Call (800) 836-2582 or visit AAA.com to obtain a reimbursement form. For reimbursement consideration, complete the form and send it, along with receipts to: ERS Reimbursements, 100 International Drive, Amherst, NY 14221.

Roadside Assistance & repair payment acceptance

Your personal check, valid credit or debit card will be accepted by AAA facilities providing Roadside Assistance services or repairs for AAA Members, up to \$250. If a facility cannot accept a credit or debit card for any reason, AAA will process the transaction on your behalf. PIN-only debit cards are not accepted. A valid membership card and identification must be presented at the time of payment. The name on the check must match the member name and be drawn on a U.S. bank.

Hit-run reward

The Club offers a \$500 reward for civilian information leading to the arrest and conviction of hit-run drivers in cases where personal injury or death is involved. This is one more effort the Club makes to promote safety on streets and highways.

Anti-theft reward

The Club offers a \$500 reward for civilian information leading to the arrest and conviction of anyone, anywhere stealing a member's car. This protection discourages professional thieves from stealing a member's car.

Trip Interruption Protection

In the event an auto trip is delayed overnight or canceled due to mechanical disablement, a collision causing disablement or theft of your eligible vehicle, AAA Plus and AAA Premier provide reimbursement for food and lodging or a car rental. At the member's option, a rental car can be secured to continue the trip or return home or the member may seek temporary lodging and food while waiting for repairs (**not both**). Terms of the Trip Interruption Protection benefit are as follows:

- **AAA Plus Members**:** Up to \$350 reimbursement per membership year; One claim allowed per incident
- **AAA Premier Members**:** Up to \$1500 reimbursement per membership year; One claim allowed per incident
- **Distance requirement:** Mechanical disablement, collision causing disablement, or theft must occur 100 miles or more from permanent or alternate residence
- **Maximum duration of claim:**
For car rental: The sooner of 72 hours from time of disablement/theft or upon returning home; **For food and lodging:** The sooner of 72 hours from time of disablement/theft or upon repair
- **Proof of disablement:** Proof of tow required; Dated and itemized repair receipt required
- **Repair facility:** Repair facility must be a state certified auto repair facility
- **Food and drink:** Alcohol not covered
- **Food and lodging establishments:** Establishments must be properly licensed to do business; Establishments must be in the same vicinity as the breakdown
- **Lodging reservations:** Pre-booked reservations are not covered
- **Car rental:** Dated and itemized rental receipt required; Reservation enhancements not covered
- **Time to submit claim:** 90 days from disablement/theft

****Trip Interruption Protection begins 7 days after Plus or Premier enrollment or upgrade. Pre-existing breakdowns are not eligible for Trip Interruption Protection. Members who have previously utilized all four free road service requests for the membership year are not eligible for Trip Interruption Protection.**

Only payments made via cash, check, or credit/debit card with acceptable documentation of payment are eligible for reimbursement under the Trip Interruption Protection benefit. AAAWCNY will not reimburse cash to a member who purchases services with loyalty points or free service credits.

To obtain a Trip Interruption Claim form contact AAA Member Services at (800) 836-2582 or visit AAA.com/Help.

Premier complimentary one-day rental car

AAA Premier provides a full size rental car for one day per membership year in the event of a breakdown within the Western and Central New York area. Members are required to contact AAAWCNY in the event of a roadside service issue to provide service. Rentals taking place outside the Western and Central New York area are reimbursable with receipt and proof of tow. Upon determination that a tow is required, AAAWCNY will contact the rental company on the member's behalf for the rental to qualify for this membership benefit.

Liability Protection: Premier Members will be required to protect themselves, the rental company and AAAWCNY from liability exposure. Liability will be carried by, and maintained at the member's expense on their personal auto policy or by purchasing supplemental coverage from the rental company. The member assumes full financial responsibility for damage or loss to the rental vehicle. In the event that the rental term exceeds one day, the member will be responsible for the cost of the rental for any time period beyond the first day.

Vehicles under these terms will be available in Western or Central New York during regular business hours. After business hours, reservations may be made in order to acquire a vehicle immediately the next business day. Members may upgrade the vehicle at their own expense. AAA is not responsible for the rental company hours of operation, locations, inventory, or service.

This offer is available to renters/members ages 25 and up with a valid credit card in their name. Those under age 25 are subject to surcharges payable to the rental company.

Arrangements can also be made directly with the rental company for renters who do not possess a credit card in their name.

Premier Travel Discount

The Premier Travel Discount provides one discount of \$25, \$50, or \$100 per membership year, per household. One discount per trip on tour, cruise, or group packages booked through AAA. Automatic void of benefits upon downgrade. Membership must be at Premier status at time of travel booking. Not valid on purchase of airline tickets. Discount must be redeemed through AAAWCNY and is not available with online bookings. Discount cannot be combined with any other discount program or travel coupons. Other travel-related terms and conditions may be reviewed on AAA.com.

Premier used car history information

Premier members receive up to two free CARFAX® vehicle history reports per membership year.

Premier Home Lockout Service

AAA will reimburse the cost of gaining entry to the Premier Member's home, up to \$100. Proof of residency required, one covered use of benefit per membership year.

Service comments/Claims

It is our goal to make your AAA membership invaluable. Certain benefits may vary from Club to Club. Any comments you may have will enable us to continually improve our services. Please address your comments to: AAA Western and Central New York, Member Relations Department, 100 International Drive, Amherst, NY 14221, email msc@nyaaa.com, or call

(800) 836-2582 to speak to a representative.

In the event you would like to file a Claim with AAAWCNY, related to alleged vehicle or property damage during the course of a service call, please use AAAWCNY Roadside Assistance Claim Form to begin the process. AAAWCNY may request proof of your Claim (e.g., photographs or estimates), depending on the circumstances. Please note that the investigation process may take a number of days to complete. AAAWCNY does not warrant or represent that you will receive your requested demand or reimbursement. AAAWCNY may not reimburse for incomplete invoices or for repairs made by a non-New York State accredited repair facility. If repairs are undertaken before providing AAAWCNY with notice of the alleged damage, reimbursement may be limited depending on the circumstances. In addition, if AAAWCNY concludes, in its sole discretion, that the alleged damage is inconsistent with the service provided or investigation results, or caused or exacerbated by existing damage, decay, and/or rust, reimbursement may not be offered. In the event that an independent contractor is involved with the Claim, the Claim will be referred to the independent contractor who will contact you upon their receipt of the Claim.

AAA Insurance

Insurance is provided by AAA Members Insurance Agency of Western and Central New York Inc.

Membership review

AAAWCNY is a not-for-profit organization. With annual membership dues funding member services, it is the responsibility of the organization to periodically review individual member expenses in order to maintain reasonable membership dues for all members.

During review, memberships that have service expenses significantly exceeding generated revenue may be subject to the following circumstances, in the sole discretion of AAAWCNY: (i) service fees (in addition to membership dues) when adding associate memberships; (ii) reduction of membership level to Basic for the next membership year; or (iii) cancelation of membership, without obligation to refund any remaining months of membership to expiry.

Code of conduct

AAAWCNY is a member organization that proudly relies upon the partnership between our members and our associates. As a place of business, we expect both parties to communicate in a professional and courteous manner and cannot accommodate disruptive and unprofessional behavior toward our associates or other members. Utilizing AAA Membership in a fraudulent manner will not be tolerated. Management reserves the right to cancel membership in instances of such behavior or suspected fraudulent conduct, on the part of the member or representative, without obligation to refund any remaining months of membership to expiry. AAAWCNY may seek reimbursement from you where services were fraudulently or wrongfully obtained.

Third party service providers

Certain third-party service providers ("Service Providers") may partner with AAAWCNY to offer products and services to you (and may provide them directly to you). AAAWCNY is not responsible for any claims, damages, actions, suits, or demands, arising from any act or omission of a Service Provider.

Hertz Gold Plus Rewards® membership

Members must enroll at AAA.com/HertzGold. Hertz Gold Plus Rewards Bonus Points will be provided to member's account up to 4 weeks from the first Gold rental return. Gold profile and reservation must include your AAA/Hertz CDP# 84. Only paid rentals of \$25 or more will qualify for this promotion.