Terms and Conditions

The following terms and conditions describe the BMO Roadside Assistance Program (Basic Coverage) (the "**Program**"), which is operated and administered by DAA.

Defined Terms

As used in these terms and conditions, the following words are defined as follows:

"Account" means any BMO credit Card;

"Cardholder" means the primary cardholder and each additional cardholder (as each such term is defined in the CHA) on the Account provide that such cardholder holds a valid drivers license in Canada or the United States to operate a passenger vehicle;

"CHA" means the BMO Business Mastercard®* Cardholder Agreement between the Cardholder and Bank of Montreal;

"DAA" means Dominion Automobile Association (2004) Limited; "Good Standing" means compliance with the terms and conditions of the CHA;

"Excluded Service Area" means any area which is not designated for routine travel by passenger vehicles including but not limited to the following areas: roadways that are not assumed by the applicable level of government, vacant lots, open fields, private or impassable roads, mud trails and other off-roading areas, and construction sites.

"Member" means a Cardholder eligible for coverage under the Program and for greater certainty excludes any Cardholder on an Account that is not in Good Standing or is otherwise closed.

BMO Roadside Assistance

- **Safe.** Pre-qualified towing professionals
- **Fast.** Priority service when you need help
- **Convenient.** Just one number to call, Tel 1-866-731-4999, 24 hours/day, from anywhere in Canada and Mainland U.S.
- **Complete.** Covers each cardholder while driving in almost any passenger vehicle, whether the vehicle is owned, borrowed or rented
- **Coverage.** Battery Boost, emergency gas delivery (Cardholder pays for gas), flat tire change if a safe and inflated spare tire is available, lockout services, winch from mud/ditch/snow and tow in the event of a mechanical breakdown to the nearest repair facility within 10 km from breakdown

Your membership card is inside. Cut it out and put it in your wallet today.

SEE THE FOLLOWING PAGES FOR THE CORRESPONDING TERMS AND CONDITIONS.

BMO

1. Coverage

a. **General:** Subject to the following terms and conditions, each Member is covered 24 hours per day, 7 days per week, in Canada and mainland United States (including Alaska but for greater certainty excluding Hawaiiand Puerto Rico), for the services noted in section 3a) below, provided that the vehicle is not located in an Excluded Service Area.

b. **Restrictions:** Subject to section 5(f), a Member will not qualify for any services under the Program in the following situations: (i) when alcohol and/or drugs are a contributing factor to the immobilization of the vehicle; (ii) if the vehicle is not covered by public liability or property damage insurance; (iii) if the vehicle was immobilized while the Member was committing or attempting to commit a criminal offence; (iv) if the vehicle was immobilized while the Member was wilfully violating any traffic law; (v) the vehicle was immobilized in an Excluded Service Area; (vi) service will be denied for the balance of any calendar year in which a Member (or any other Member on the Account) has, on more than two (2) occasions in such calendar year, requested services under the Program using false or misleading information, and DAA reasonably concludes that the Member knew or ought to have known that the service request was not in compliance with the terms and conditions of the Program and that the Member is abusing or attempting to abuse the Program; and (vii) the Account is not in Good Standing.

2. Vehicle Coverage

a. **Included Vehicles:** Subject to the terms and conditions set out herein, the Program covers any passenger vehicle (up to 6,000 lbs or 2,721 kg) that is driven legally by the Member for personal use and which can be serviced with one standard duty passenger vehicle tow truck.

b. **Excluded Vehicles:** All other vehicles may be deemed to be excludedvehicles by DAA, in its sole discretion. Without limiting the scope of the forgoing, the following types of vehicles are excluded from coverage under the Program: any vehicle that is loaded or altered in such a manner that the tow truck operator, in its sole discretion, deems that it cannot be serviced in its current state, all recreational vehicles of any kind, motorcycles, off-road vehicles, all commercial vehicles of any kind including but not limited to taxis and limousines, unattended or unlicensed vehicles, any type of vehicle located in an Excluded Service Area and any vehicle which has received service for the same mechanical issue three (3) times in any calendar year and the service request pertains to the same mechanical issue in the same calendar year. Please call BMO Roadside Assistance at 1-866-731-4999 to confirm if your vehicle is covered.

3. Program Services

a. **Included Services:** (i) battery boost; (ii) delivery of emergency gasoline which is sufficient to drive the vehicle to the nearest gas station, up to approximately 10 litres of gasoline (the Member is required to pay for the gasoline delivered), subject to the following terms and conditions: for safety reasons, diesel and other fuels will not be delivered, and if transportation of fuel is prohibited in the location where the vehicle required service, the vehicle will be towed to the nearest gas station within 10 km from where the vehicle ran out of gasoline; (iii) changing of a flat tire provided that a safe and inflated spare tire is available; (iv) lockout service; (v) up to one (1) hour of winch service from a single tow truck if the vehicle is immobilized in mud, a ditch, or the snow; and (v) tow services in the event of a mechanical breakdown to the nearest repair facility within 10 km from the breakdown.

b. **Excluded Services:** Any included service over the time or distance specified in section 3(a) above, or any service to be performed on a vehicle that is deemed by the tow truck operator not be road worthy or is otherwise unsafe, provided that service may be provided to the Member outside the Program at DAA's discretion and at the Member's sole expense.

c. **Additional Terms and Conditions:** (i) apart from the included services specified in section 5(a), repairs will not be performed at the site where the vehicle was immobilized; and (ii) only one included service is covered within a 24 hour period.

4. Number of Services per Year

Up to four (4) service calls per year per Member.

5. Cancellation of Your Optional Service

To cancel BMO Roadside Assistance, please call 1-800-263-2263 (or TTY at 1-866-859-2089). You will receive a full refund if you contact us within ten (10) days of the date that BMO Roadside Assistance was added or thirty (30) days from the date the enhancement renewal annual fee was charged on your statement.

Please note, BMO Roadside Assistance – Basic Coverage is an embedded enhancement for BMO World Elite Business products. This embedded enhancement cannot be removed from your account.

6. Other Terms

a. DAA is solely responsible for the administration and operation of the Program. A Member shall not have recourse to Bank of Montreal for any matter arising under the Program.

b. DAA does not assume any liability or responsibility for any loss or damage to the Member's vehicle or any other personal property resulting from the rendering of a service under the Program. A Member is responsible for promptly reporting any loss or damage to the Member's insurance company.

c. By accepting coverage under the Program, each Member authorizes Bank of Montreal to provide such information reasonably required by DAA to confirm coverage under the Program.

d. The Member is solely responsible for the cost of all parts and labour required to repair the Member's vehicle.

e. BMO reserves the right at any time and without advance notice to Members to amend these terms and conditions or cancel the Program.

f. BMO reserves the right to cancel coverage to all Members associated with an Account for any reason stipulated in section 1(b).

"In the sole discretion of DAA or BMO, BMO and/or DAA reserve the right to cancel a membership if the service is being misused by a member, including, the servicing of vehicles which are not driven by the member for personal use. Upon BMO and /or DAA's discretion pro-rated membership will be credited to the member's BMO Business Mastercard account."

7. Applicable Taxes

This service will be subject to QST/GST/HST where applicable. BMO Bank of Montreal GST/HST Number: R100390095, QST Number: 1000042494.

Please retain this Agreement.

BMO

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26-1260 ACC 50501722 SB Road Assist F27 E (08/26)

BMO

BMO Roadside Assistance
(Basic Coverage)

Keep this card in your wallet or program the dedicated phone number below into your phone.

For help 24 hours from anywhere in Canada and mainland U.S.

Toll Free: 1-866-731-4999

Call for roadside assistance done your way with the choice to talk to a live local agent or have a text message sent to your phone with roadside assistance requests digitally through DAA's web-hosted application.