

TERMS AND CONDITIONS

The following Terms and Conditions describe the membership benefits and services provided by AAA and are not necessarily the same as those offered by other AAA clubs within the American Automobile Association federation. Membership benefits, prices, terms, and conditions are subject to change without notice. Membership is subject to any and all rules adopted by AAA, including our privacy policy and practices and they may be amended from time to time without notice. AAA's policies and procedures not addressed in this handbook are determined at AAA's discretion.

Membership

It is AAA's policy to consider a membership in active status (or good standing) up to valid expiration date. Membership is considered in renewal status if renewal payment has not been received or processed from time of expiration up to 90 days post expiration. If service is requested during the renewal term, the member is required to pay their membership dues. When renewed, the new term will run one year from the expiration of the prior term. In all cases, the expiration date of membership remains the same.

Your membership benefit cannot be transferred to or used by any other person.

Any member may cancel membership by notifying AAA, and upon so resigning the member will forfeit all rights to the privileges of membership. All membership benefits and AAA insurance discounts, including automobile and travel medical insurance coverage included with membership or purchased separately through AAA, terminate at the time a membership is cancelled. AAA reserves the right to discontinue or change benefits, services, or prices at any time, without notice.

AAA reserves the right to cancel a membership for nonpayment of dues or other charges, abuse of the services offered to members, or for any other cause deemed detrimental to the best interest and welfare of the members of AAA, in its discretion.

When you provide a check as payment for any member services, you authorize AAA either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.

Roadside Assistance

Service applies to all properly licensed and insured four-wheeled and dual-wheeled motor vehicles, pleasure or recreational type, and all licensed and insured motorcycles authorized to travel on a public road, regardless of license plate designation, if those services can be safely delivered as determined by AAA or the servicing contractor. Service eligibility may be restricted by membership level or vehicle type and all eligibility of service will be determined by AAA on a case by case basis. See Limitations and Exclusions below for more detail. Camper trailers, toy haulers, camper vans, trucks with cab-over campers, RVs, trailers with living quarters, and unloaded boat trailers are covered for all services exclusively under the Plus RV membership level, if those services can be safely delivered as determined by AAA or the independent service facility AAA contracted with to provide the service. Rented passenger vehicles and commercial vehicles are eligible for service with the exception of taxi cabs and limousines. AAA requires the member to be with the vehicle when providing service. If you are unable to remain with the vehicle

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due to safety concerns, alternative arrangements can be made with the dispatcher. In the event that a member is unable to be present at the tow destination, AAA and the independent service facilities reserve the right to tow the vehicle to a AAA facility or an independent service facility until such member becomes available, which may subject the member to additional towing charges.

AAA has contracted with independent service facilities to provide Roadside Assistance. AAA does not guarantee that the independent service facilities it contracts with will always have the equipment to provide the required service. AAA shall not be liable for any damage, injury, or loss occasioned by or resulting from rendering, attempted rendering, or failure to provide any Roadside Assistance or towing service or failure thereof by an independent service facility. The independent service facilities are not agents of AAA, nor is AAA an agent for them. They are solely responsible for their actions. Any arrangements you make for subsequent, non-emergency repairs are between you and the service facility. In the event of any disputes with the independent service facility, please notify the facility. AAA may also assist by mediating any unresolved issues with the facility.

If your vehicle cannot be made operable, towing will be provided in accordance with AAA's towing guidelines: one (1) tow per disablement.

In some cases the independent service facility may deem the required services cannot be provided under their contractual agreement with AAA. When the service required is excluded from AAA coverage, we will attempt to secure assistance through our provider network to which the member will pay prevailing commercial rates. If needed, AAA will assist in obtaining lodging or alternative transportation at the member's expense. Charges for service not covered by your membership will be at the prevailing hourly or mileage rate of the region where service is provided. If you need Roadside Assistance or emergency repairs which are not covered by your membership, AAA and the independent service facilities will accept personal checks and valid credit/debit cards for up to \$250.00.

ALTERNATE SERVICE

If you have followed the procedure outlined to obtain roadside assistance (see page 4), and AAA service is not available, or AAA contractor access is restricted (toll roads, limited access highways), AAA will provide reimbursement for covered services at the prevailing commercial rate for the region. Reimbursement on restricted access roads may be limited to the cost of towing the vehicle to the nearest exit or responding station, at the member's discretion. If AAA service was available, but not requested, reimbursement may be limited to the amount AAA would normally have paid for the covered service.

Request for reimbursement consideration must be received in writing by AAA with the appropriate documentation within 60 days of the service date. The request should include an itemized receipt from the service provider, listing the member's name, vehicle, and services rendered. AAA may adjust or deny reimbursement for services provided by individuals or companies not normally engaged in providing roadside assistance. AAA may deny reimbursement if the member has already received or will receive reimbursement through other sources. Delays in service are sometimes unavoidable due to high demand for service, weather conditions, traffic delays, equipment availability, and breakdown location. Alternate service

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sought due to such delays may not be reimbursable. Reimbursement for services, including services received outside of Arizona, will only be considered for those membership services that AAA provides without charge. Reimbursement will be considered for breakdown service received only in the U.S. and Canada. Certain terms, conditions, and exclusions apply and are subject to change without notice. When reimbursement is provided, a service entitlement will be deducted from the membership. Reimbursement is not provided for such expenses as taxi services, telephone calls, rental cars, etc. Request a Reimbursement Application from Member Relations or visit AAA.com to download the form. Reimbursement considerations should be sent to AAA Arizona, Member Relations, P.O. Box 10370, Phoenix, Arizona 85064-0370.

Limitations and Exclusions

Services not provided under your membership, to be determined at AAA or the independent service facility's discretion:

Golf carts are not eligible for jump-start or battery service.

Additionally, motorcycles are not eligible for jump-start, battery, or tire change services. AAA may assist in making alternative arrangements for such services, at its discretion.

Service for taxi cabs or limousines.

Towing abandoned vehicles, recovered stolen vehicles, illegally parked vehicles, or damaged vehicles to a disposal facility or to any other location where the intent is to sell or dispose of the vehicle.

Service for vehicles not accessible from a normally traveled and established road.

Service when street or weather conditions do not allow safe movement, especially on non-paved roads, including county-maintained dirt roads.

Removal or installation of snow tires, snow chains, or other like equipment.

Snow shoveling around vehicle, or clearing a road or driveway.

Repairs, diagnosis, battery charging, tire repair, tire rotation, parts, or delivery of parts, which may require additional payment.

Service when the disabled vehicle cannot be safely reached or properly serviced without damage to the disabled vehicle, the service vehicle, or a third party. Loaded vehicles, which may require special equipment, or where it would be dangerous to provide service.

Service to vehicles altered from original design, if such alteration makes it likely that damage will occur as a result of the tow, or service to vehicle that requires special rigging or configuration of the tow truck in order to tow.

Fuel beyond that needed to get to the nearest open service station or fuel for use in portable onboard generators, boat engines, snowmobiles, or jet skis.

Towing charges for police-directed tows for violation of laws or ordinances.

Storage or impound charges.

Locksmith services used for anti-theft devices such as "The Club."

Service to travel trailers or fifth-wheel trailers without living quarters. Service to boat trailers or non-recreational trailers greater than 22 feet. Extrication for boat trailers immersed in water. Associated costs for removing or replacing a boat from trailer.

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Automotive Repair Benefits and Services

Show your AAA membership card at any AAA Approved Auto Repair facility and receive these benefits:

Written Estimate: Provided upon request, which cannot be exceeded by 10 percent without member authorization.

Guarantee: A guarantee for the effectiveness of repairs, parts, labor, or components for 24 months or 24,000 miles, whichever comes first, unless otherwise indicated on the repair order. The member must be advised as soon as this is determined by the approved facility. This must be documented in writing.

Replacement Parts: On request, any replaced parts will be made available, excluding parts to be returned to the manufacturer under warranty or exchange policy.

Dispute Resolution: The repair facility will cooperate fully with AAA in the investigation and resolution of any dispute involving the facility and a AAA member, and abide by AAA's decision.

Maintenance Inspection: On request, the approved facility must perform a maintenance inspection, at no additional charge, when servicing the member's vehicle. Member must produce a valid AAA membership card.

Accident Away From Home Protection

Accidents that occur more than 100 miles from home can result in unexpected expenses. Accident Away From Home protection takes away some of the financial burden if a member's vehicle is inoperable as a result of a qualifying traffic accident. Classic members are eligible for up to \$1,500 reimbursement and AAA Plus or AAA Premier members for up to \$2,500 reimbursement for the following services (occurring within 72 hours) while the vehicle is being repaired: local meals and lodging, commercial car rental, and commercial transportation to travel destination.

Conditions for reimbursement:

1. Membership must be fully paid at the time of the traffic accident.
2. The accident must occur more than 100 miles away from home.
3. The member must be driving the vehicle when the accident occurs and be legally licensed to drive.
4. The vehicle must require repairs to make it operable.
5. Covered services must be used and paid for by the member.

Coverage for the qualifying accident ends 72 hours following the accident, or when the vehicle is repaired, or when the travel destination is reached, whichever occurs first. Reimbursement will not automatically equal \$1,500 for AAA Classic or \$2,500 for AAA Plus or AAA Premier members. The member will be paid only for covered services used and paid for within the coverage period for a qualifying accident. Reimbursement amounts are subject to change at any time. Approved claims under the program will be paid by check, directly to the member. The term "accident" means the actual colliding of a vehicle with another vehicle or object (not mechanical failure). "Local meals and lodging" must be purchased in the vicinity of the accident and station, garage, or body shop where the vehicle is being repaired. "Commercial car rental" refers to a four-wheeled,

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motor-driven vehicle obtained from any bona fide vehicle rental agency. "Commercial transportation" refers to scheduled trips on a common carrier that has been licensed to carry passengers for hire.

Please follow these steps to receive reimbursement.

1. Report the accident to local, county, or state police, and obtain a complete copy of the police report.
2. Secure itemized and receipted bills covering vehicle repairs, or proof that the vehicle was a total loss.
3. Secure itemized and receipted bills covering local meals and/or lodging, car rental and/or commercial transportation.
4. Request a claim form from the Member Relations department of AAA or visit AAA.com to download the form.
5. Submit the claim report, police report, and original itemized receipts, within 60 days of the date of the accident, to: AAA Arizona, Member Relations, Attn: Accident Away From Home Protection, P.O. Box 10370, Phoenix, AZ 85064-0370.

Reimbursement does not cover:

1. Member/driver convicted of driving under the influence of alcohol or narcotics.
2. Meals, lodging, or transportation provided by relatives or friends.
3. Insurance fees for commercial car rental.
4. Trailer rentals.
5. Expenses for any service used 72 hours or more after the accident.

Legal Benefits and Services

\$1,000 Bail Bond

Most state jurisdictions will accept your AAA membership card for up to \$1,000 bail bond, in lieu of cash. The member must notify AAA as soon as possible after using this bond. This is not an appeal bond. The member is required to reimburse AAA for any losses sustained by the posting of this bond or any certificate in lieu of bond. The membership must be current and fully paid at the time of the citation.

The bail bond covers any violation of a motor vehicle law or ordinance committed prior to the expiration date shown on the card, except for crimes or offenses involving: driving while under the influence of intoxicating liquors, drugs, or narcotics, failure to appear on prior traffic violations, driving on a suspended or revoked driver's license, reckless driving, hit and run, failure to present evidence of insurance, illegal use or falsification of license or registration, or attempt to elude or eluding a police officer.

\$5,000 Theft-Reward Protection

AAA will pay a \$5,000 reward for information leading to the arrest and conviction of anyone stealing a member's automobile that displays the AAA membership sticker. The member/vehicle owner, his/her immediate family, and other relatives are not eligible to receive this reward.

Legal Reimbursement

If arrested and tried for a qualifying motor vehicle violation while driving a private passenger vehicle, AAA provides reimbursement for defense attorney fees, up to \$1,500, in amounts not exceeding

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those listed in the schedule of payment. The membership must be current and fully paid at the time of the citation.

The amount of reimbursement is not intended to establish the fee charged by an attorney to defend a member in court.

Legal Reimbursement Schedule of Payments

Up to \$300 for attorney's appearance at preliminary hearing in vehicular manslaughter case.
Up to \$600 for attorney's appearance at trial in vehicular manslaughter case.
Up to an additional \$600 for attorney's appearance at appeal in vehicular manslaughter case.
Up to \$100 for attorney's appearance at trial on a charge of reckless driving or driving to endanger.
Up to an additional \$200 for attorney's appearance at appeal in reckless driving or driving to endanger case.
Up to \$50 for attorney's appearance at trial on alleged violation of motor vehicle law.
Up to an additional \$50 for attorney's appearance at appeal for violation of motor vehicle law.

To receive reimbursement for the cost of qualifying legal service, please follow these guidelines:

1. Appear in court with lawyer and plead not guilty to the charge.
2. Request an application form from the Member Relations department of AAA. Complete the form and secure a copy of the arrest citation and a paid, itemized receipt on lawyer's stationery showing the nature of the violation.
3. Send the completed application form and requested documents within 60 days after the trial and appeal (if any) to: AAA Arizona, Attn: Legal Reimbursement, P.O. Box 10370, Phoenix, AZ 85064-0370.
4. Since this is a reimbursement service, payment will be made only if lawyer is paid.

Reimbursement does not cover:

1. Legal services required for any violation involving alcohol or narcotics.
2. Legal services required for any violations involving driving on an expired, suspended, or revoked license/registration; or for failure to appear on prior violations.
3. Lawyer's assistance in completing accident reports.
4. Payment of fines, court costs, or witness fees.

Agreement to Arbitrate

In the event of any dispute, claim, question, or disagreement arising from or relating to these Terms and Conditions or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 60 days, then, upon notice by either

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party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules, before a single arbitrator. Such arbitration will be final and binding on both AAA and the member, no appeals may be taken therefrom, and judgment upon any award rendered may be entered in any court having jurisdiction therefore. The Arbitration shall be conducted in Phoenix, Arizona, in the English language. THE MEMBER EXPLICITLY WAIVES ANY RIGHTS TO TRIAL BY JURY WITH RESPECT TO DISPUTES.

Limitation of Liability: In no event shall AAA be liable for any indirect, incidental, special, punitive or consequential damages, such as loss of profits, increased or duplicate costs, business interruption, loss of data, cost of cover, or loss of savings, even if AAA has been advised of the possibility of such damages, whether through AAA's negligence or not. Some jurisdictions do not allow the exclusion or limitation of liability for incidental or consequential damages, so the above limitation or exclusions may not apply to the member. In such cases, AAA's liability shall be limited to the refund of the annual membership fees paid by the member to AAA.

The remedies specified herein are exclusive. In no event shall AAA's maximum aggregate liability to the member or to any third party for any damages whatsoever arising under the membership or in connection therewith, however caused, and on any theory of liability, including contract, strict liability, negligence, or other tort, whether or not arising from AAA's negligence, shall in no event be greater than the total amount paid or due for payment by the member for annual membership fees with AAA. These limitations shall apply notwithstanding any failure or essential purpose of any limited remedy.

Governing Law, Venue, Severability: These Terms and Conditions will be governed by and construed in accordance with the laws of the state of Arizona. If any provision of these Terms and Conditions is found invalid or unenforceable, it will be enforced to the maximum extent permissible, and the legality and enforceability of the other provisions of these Terms and Conditions will not be affected.

Privacy Policy

Respecting the privacy and security of your personal information is important to us. Please review our privacy policy at AAA.com, which is subject to change without notice.

We Appreciate Your Comments

AAA is committed to total member satisfaction, and we're dedicated to providing high-quality products and personalized service. Your comments will help us determine which products and services to offer, so we can continue to exceed expectations.

Please send comments via e-mail to member.relations@arizona.aaa.com or by mail to: AAA Arizona, Member Relations, Attn: Comments, P.O. Box 10370, Phoenix, AZ 85064-0370. Should you have any questions regarding your membership or require additional information, please call toll-free 1-800-564-6222.