



# Brotherhood Auto Aid

CANADA

## MEMBERSHIP GUIDE

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A Mutual Aid Plan of the Church of God in Christ, Mennonite

## **Overview**

Brotherhood Auto Aid Canada (BAAC) shall operate as a non-profit mutual aid plan under the direction of the Mennonite Union Aid Canada, an association sponsored by the Church of God in Christ, Mennonite. Its purpose is to offer brotherly assistance to members of the Church of God in Christ, Mennonite for physical damage losses to their motor vehicles. BAAC is not an insurance or liability company. BAAC does not cover damage to other people's property caused by listed vehicles. It is the intent of the administration of this plan to operate it in ways that do not violate the laws of any province or state.

## **Conditions**

BAAC agrees to share damage expenses on your vehicles according to the terms of this membership based on:

- (1) Your payment of the shares for the described membership;
- (2) And your acknowledgment of the accuracy of the information on your declarations page.

You agree, by acceptance of this membership, that the information as reflected on the declarations page is true. Unless otherwise stated in the lien holder space on the declarations page, you state that you are the sole owner of the said vehicle.

## **Current Market Value**

Contributions to the plan as well as funds distributed on total losses are based on current market value as established by Canadian Black Book\* (CBB) whenever possible. When vehicles are enrolled for less than 80% of current CBB established market value, losses will be pro-rated accordingly.

## **Membership Period**

The sharing herein described applies to accidents and losses that take place during the membership period as shown on the declarations page. The membership period begins and ends at 12:00 AM Standard Time at the address shown on the declarations page.

\*Kelley Blue Book is currently used.

### **Renewal of Membership**

Unless written notice of BAAC's intention not to renew is mailed to your last known address on your current membership, BAAC agrees to renew the membership for successive periods of one year each. An invoice will be provided effective on your membership renewal date, and payment (or enrollment in a payment plan) is expected within thirty days of that renewal date.

### **Cancellation of Membership**

You may cancel your membership by notification delivered to BAAC with the requested date of cancellation.

If BAAC has not received your payment within thirty days after renewal date, your membership may be subject to cancellation. Written cancellation notice will be sent to you on the cancellation effective date.

Written notice will be sent thirty days before the cancellation effective date if the cancellation is for any other reason than non-payment of shares.

### **Return of Unearned Shares**

Unearned shares (in the amount of \$5.00 or greater) will be returned at the time of cancellation or within a reasonable time thereafter. Delay in the return of unearned shares does not affect cancellation.

### **Effective Membership Area**

The described membership applies in Canada, the USA, its territories and possessions, Mexico, or while enrolled vehicles are being shipped between their ports. Physical damage loss amount for damage occurring in Mexico is determined on the basis of cost at the nearest United States point.

## **Enrollment of Newly Acquired Vehicles**

If the intent is to enroll the vehicle in BAAC, current members have a thirty-day convenience period, and new members have a fourteen-day convenience period, during which to enroll their newly acquired vehicle, and during which their existing membership will extend to the newly acquired vehicle. If the vehicle is enrolled during this convenience period, membership will begin retroactive to the date of purchase and applicable shares must be paid for that time period.

## **Financed Vehicles**

If a creditor is listed in the declarations, BAAC may pay any comprehensive or collision loss to:

- (1) You and, if unpaid, the repairer or creditor or;
- (2) You and such creditor as their interest may appear, when BAAC finds it is not practical to repair your vehicle; or
- (3) The creditor, as to their interest, if your vehicle has been repossessed.

Sharing assistance for the creditor's interest will not be canceled without written notice from BAAC and will extend for ten days after the date BAAC mails such notice to the creditor.

## **Physical Damage Sharing - Comprehensive**

Payable under comprehensive sharing are glass breakage, loss caused by projectiles, falling objects, fire, theft, explosion, earthquake, windstorm, hail, water, flood, malicious mischief or vandalism, riot, civil commotion, animal collision, or hit and run collision, except where another party's liability insurance is responsible. The comprehensive personal responsibility will be applied to each loss, and the loss cannot exceed the current value of the vehicle.

## **Physical Damage Sharing – Collision**

Payable under collision sharing are losses when your vehicle upset or hit or was hit by a vehicle or other object, except where another party's liability insurance is responsible. The collision personal responsibility will be applied to each loss, and the loss cannot exceed the current value of the vehicle.

## **Physical Damage Exclusions**

There is no comprehensive or collision sharing for:

- (1) Rental cars
- (2) Travel expenses due to accident or loss;
- (3) Loss to any vehicle impounded by any governmental authority;
- (4) Loss due to war of any kind;
- (5) Wear and tear, freezing, mechanical or electrical breakdown or failure;
- (6) Tires, unless stolen or damaged by fire, vandalism, or other loss covered by this membership that happens at the same time;
- (7) After a vehicle is sold or traded;
- (8) Motorcycles, whether for resale or personal use;
- (9) Losses occurring while enrolled vehicle is being driven by a non-licensed or improperly licensed driver on public roads.

When losses caused by non-licensed or improperly licensed drivers occur on private property, BAAC will share half the loss. BAAC reserves the right to deny sharing for any vehicle that is deemed inconsistent with the teachings of the Church of God in Christ, Mennonite.

## **Restored Vehicles**

Older restored vehicles may be enrolled in BAAC subject to the following conditions: Vehicles that are still used for normal transportation, (daily drivers) may be enrolled for current market value. Vehicles that are no longer daily drivers, i.e., owned as part of a collection or for a hobby or sentimental reasons, may be enrolled for a current market value up to a maximum of \$6,000.

## **Sharing of Loss**

BAA has the right to share a loss with you in one of the following ways:

- (1) We may pay the cost of repairs to restore the vehicle to its previous condition, less any applicable personal responsibility.
- (2) In the event of a total loss (cost of repair exceeds the value of vehicle), BAAC may pay actual cash value of the vehicle, less the highest salvage bid from two reputable salvage firms, less any applicable personal responsibility. Actual cash value is determined by the market value, age and condition at the time the loss occurred. Whenever feasible, market value is determined using Canadian Black Book.

## **Personal Responsibility**

Personal responsibilities are as follows:

Cars, pickups, vans, SUV's, utility trailers, and other light vehicles.

Comprehensive:	\$250 per incident
Collision:	\$500 per incident

Heavy trucks and semi trailers.

Comprehensive:	\$1000 per incident
Collision:	\$1000 per incident

## **Compensation Available From Other Sources**

If there is compensation for your loss available from other sources, BAAC is secondary and will only pay the balance of the loss after the primary source has paid their maximum.

## **Towing and/or Storage Sharing**

All BAAC policies include towing and/or storage sharing up to \$1300.00 per incident for cars, pickups, vans, and utility vehicles and up to \$6700.00 per incident for heavy trucks and trailers. No sharing will apply on inoperative vehicles where the cause is not a direct result of an accident or collision. No towing or labor cost share is provided for expenses due to freezing, mechanical failure, electrical failure, or tire failure.

## **Fire Department Charges**

When a fire department is called to extinguish a fire on a vehicle that is enrolled in BAAC and there are resulting charges, BAAC will share 80% of the charges up to a maximum of \$4,000.

## **Membership Changes**

The terms of this membership may be changed or waived by a decision made by the board of directors. If any enrollment you participate in is changed to give broader sharing, BAAC will give you the broader sharing until next renewal notice, without extra charge, without the issuance of a new membership, as of the date BAAC makes the change effective.

## **Loss Sharing Procedure**

The member must give BAAC written notice (Loss Report Form) of an accident or loss as soon as reasonably possible. See <https://theaidplans.ca> to obtain and submit a Loss Report Form.

When there is a loss, you shall also provide BAA with an estimate from a reliable body shop as to the repair work needed. Only one estimate is required if:

- (1) the body shop is owned by a member of the Church of God in Christ, Mennonite, or
- (2) the loss amount is less than \$5,000.00, or
- (3) the vehicle is legally or mechanically not drivable, or
- (4) it is a glass loss.

If damage exceeds \$5,000.00, only one estimate is required if the body shop obtains pre-approval for their estimate from the BAAC office before repairs with payment issued directly to said body shop. If two estimates are filed, BAAC will make settlement according to the lowest estimate received. It is your responsibility to protect the damaged vehicle as much as is in your power to do so.

All glass losses will be paid according to the following established rates. Glass at 15% below NAGS list price; Urethane at \$20.00 per kit; Labor at \$100.00 flat rate. All glass replacement losses on light vehicles are subject to a \$250.00 personal responsibility and on heavy trucks, a \$1000.00 personal responsibility. All glass losses in excess of these established rates are the responsibility of the member.

Glass repair losses (chips, stars, etc.) are paid at 100% with no personal responsibility.

The member shall cooperate with BAAC, as much as possible in arranging for sharing of their loss. If payment or repair arrangements that conflict with BAAC membership are made without prior approval from BAAC, BAAC is not held responsible.

All vehicle incidents should be reported to the proper authorities, as per provincial and/or state laws.