

# **Brotherhood Auto Aid**

## CANADA

# MEMBERSHIP GUIDE

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Particular attention should be given to the titles that are underlined. They are also marked with an asterisk in the book.

Brotherhood Auto Aid Canada (BAAC) shall operate as a not-for-profit mutual aid plan, sponsored by the Church of God in Christ, Mennonite. Its purpose is to provide 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 pay for damage to third party property caused by listed vehicles. The intent of the administration of this plan is to operate in ways that do not violate the laws of any province or state.

## Conditions

BAAC agrees to share damage expenses on vehicles according to the terms of this membership based on payment of contributions, and member's acknowledgment of the accuracy of the information on their declarations page. Acceptance of this membership implies that the information shown on the declarations page is true. Unless otherwise stated in the lien holder space on the declarations page, members state that they are the sole owner of enrolled vehicles.

## **Membership Period**

The sharing described in this manual applies to accidents and losses that occur during the membership period as shown on the declarations page. The membership period includes the opening and closing date of the membership, beginning and ending at midnight at the address shown on the declarations page.

## Effective Membership Area

This membership is applicable to vehicles operated in Canada, the USA, and Mexico, or while enrolled vehicles are being shipped between their ports.

#### **Renewal of Membership**

BAAC agrees to renew the membership for successive periods of one year, unless written notice of termination is mailed to the last known address of the member. A statement of account will be provided 30 days in advance of the membership renewal date and payment of contributions (or enrollment in a payment plan) is expected by the renewal date.

## **Termination of Membership**

Members may terminate all or part of their plan by notification delivered to BAAC with the requested date of termination.

BAAC may terminate a membership when contributions are delayed more than thirty days beyond the contribution time limits.

If a membership or vehicle is terminated for any other reason than failure to contribute, written notice will be sent thirty days before the termination effective date.

#### **Refund of Contributions**

Membership contributions are calculated based on the number of days a vehicle is enrolled in the plan. When a vehicle is removed from the plan before the end of a term, the unapplied portion of the contribution will be credited to the member. If the membership is fully terminated and the credit balance is greater than \$10.00, it will be refunded. A delay in the refund of contributions does not affect the status of the membership.

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#### \*Enrollment of Newly Acquired Vehicles

Members should not operate a vehicle without first attempting to inform BAAC of their intention to enroll it in the plan. If all other conditions of this plan are met, a vehicle may be assumed as entered in BAAC if notice has been sent to BAAC via fax, mail, email, text message, voice message, or any other available form of communication. The member should follow up with BAAC if the communication has not been acknowledged within a reasonable time.

#### \*Membership Contributions

This program is funded by membership contributions. Annual contributions are calculated based on the value, type, and use of the vehicle; and the age and marital status of the primary driver, using the following rates. The minimum annual contribution per vehicle is \$120.

The contribution is calculated by multiplying the value of the vehicle by the rate.

Cars Vans, SUVs & Pickups.
Rate 1
Trailers, Semis & Heavy Trucks.
Rate 2, Annual usage over 32,000 kms 0.030
Rate 3, Annual usage under 32,000 kms.0.017
Young Single Primary Drivers; Cars, Pickups, Etc.
Rate 4, Male under 250.048
Rate 5, Female under 25 0.037
Temporary Storage Rate
Rate 6

Storage rate is intended for extended shutdown or leave of absence by the owner/driver, or other unusual circumstances. It is not intended for regular seasonal shutdowns. End date must be applied at time of enrollment.

## Physical Damage Sharing - Collision

Payable under collision sharing are losses due to vehicle upset; or striking or being struck, 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. Loss sharing shall not exceed the current value of the vehicle.

## 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, 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. Loss sharing shall not exceed the current value of the vehicle.

#### **Glass Losses**

All glass losses are paid according to the following 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 rates are the responsibility of the member.

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

## Towing and/or Storage Sharing

BAAC pays for towing and/or storage charges up to \$1300.00 per incident for cars, pickups, vans, and utility vehicles and up to \$6700.00 per incident for semi-trailers and heavy trucks. This sharing will only apply on inoperative vehicles where the cause is a direct result of an accident or collision. No towing or labor cost sharing 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 pays for the charges up to a maximum of \$5,000.

### 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.

All losses..... \$1000 per incident

## \*Reporting a Loss

When there is an accident or loss the member must give BAAC written notice (Loss Report Form) as soon as reasonably possible.

See https://theaidplans.ca or call 204-355-9100 to obtain and submit a Loss Report Form.

The member shall provide BAAC with an estimate from a reliable body shop as to the repair work needed. If the loss amount is less than \$5,000.00, repair work may proceed as soon as the claim is filed. If damage exceeds \$5,000.00, the body shop shall obtain approval for their estimate from BAAC before commencing with repairs, with payment issued directly to the body shop. A second estimate may be sought for the repair in lieu of advance approval.

It is the member's responsibility to protect the damaged vehicle as much as is in his power to do so.

## Loss Payment Procedure

Losses are shared by BAAC, at their discretion, in one of the following ways:

(1) 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 of loss. Whenever feasible, market value is determined using Kelley Blue Book and/or Canadian Black Book.

## \*Physical Damage Exclusions

There is no comprehensive or collision sharing for:

- (1)Rental vehicles;
- (2)Expenses due to the loss of use of a vehicle enrolled in BAAC;
- (3)Loss to any vehicle while 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 or vandalism, or other loss occurring at the same time;
- (7)A vehicle after it is sold or traded;
- (8)Motorcycles, whether for resale or personal use;
- (9)Losses occurring while a vehicle is being driven by an unlicensed or improperly licensed driver on public roads.
- (10)Losses occurring to a vehicle enrolled in a storage plan while it is being operated on a public road.

When losses caused by unlicensed or improperly licensed drivers occur on private property, BAAC may share 50% of the loss.

BAAC reserves the right to deny enrollment for any vehicle that is deemed inconsistent with the teachings of the Church of God in Christ, Mennonite.

## \*Compensation from Other Sources

If there is compensation for a 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.

#### **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 \$7,500.

#### **Financed Vehicles**

If a lienholder is listed in the declarations, BAAC will, as per legal requirements, at their discretion, pay any comprehensive or collision loss in the following order: Firstly, the lienholder if applicable, and, secondly, the repairer if applicable, and thirdly, the member if there is still a balance payable.

Sharing assistance for the lienholder'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 lienholder.

#### \*Current Market Value

Contributions to the plan as well as funds distributed on total losses are based on the current market value listed in Kelley Blue Book (KBB) and/or Canadian Black Book (CBB) whenever possible. When vehicles are enrolled for less than 80% of current market value, losses will be pro-rated accordingly.

## **Membership Changes**

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

#### \*Conclusions

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

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

For losses that are beyond the scope of the BAAC program, assistance may be available through a donation request. A local deacon should be contacted to apply for assistance.