

**WE WELCOME YOU AS A MEMBER OF:**

**trailguard**

**This is a Membership Agreement.**

**This is not an insurance contract.**

**This is not an automobile liability or physical damage insurance contract.**

Please read this Membership Agreement to become familiar with all of Your benefits. By accepting Your Membership Card and paying Membership Fees, You agree to abide by all terms and provisions of this agreement. You must carefully follow the instructions provided in order to access the services and discounts available to Members. To be entitled to benefits, You must be a Member in good standing and Fees must be paid current. This is not an automobile or recreational vehicle liability or physical damage insurance contract.

**THIS MEMBERSHIP AGREEMENT** (or “Membership”) is effective under the terms of Trailguard Motor Plan 72 hours after receipt of full payment of Member’s membership fees. Changes to this agreement may occur. You may review the latest version of this agreement at [www.Trailguard.org](http://www.Trailguard.org) or call 1-844-404-8273 and request the most current version. In the event of any conflicts between this document and the Membership Agreement posted online at [www.Trailguard.org](http://www.Trailguard.org), the online version shall control.

**THE BENEFITS AND SERVICES** described in this Membership Agreement are for the personal use of the named Member, and are provided anywhere within the limits of the United States (excluding Puerto Rico and U.S. Territories) and Canada, 24/7/365. You will not be required to pay any additional sum when your service request falls within the limits specified in this Membership Agreement and service costs in excess of the specified benefits must be paid directly to the Service Provider. The timing and scope of benefits may vary from state to state or in certain locales in accordance with individual state and/or local laws, and in accordance with the capability of particular Service Providers. To ensure the appropriate service is dispatched, please have available the length, weight, and height of Your trailer, as well as Truck and/or Trailer tire sizes.

**DEFINITIONS:** The term “Alternative Equine Transportation Cost” is defined as the cost incurred in connection with transporting Your Horse(s) by means other than the Horse Trailer used at the time of Your disablement. The term “Associate Member” shall mean Your spouse, or domestic partner, who is a resident of the same household; Your child, who is a resident of the same household and under the age of 19; or Your child, whose primary residence is the same household and who is a dependent of the “Member” as the term “dependent” is defined under the Internal Revenue Code, is a qualified full-time student at a college or university, and is 25 years of age or younger. The term “Horse” shall include horses, donkeys, mules, and ponies. The term “Horse Trailer” or “Trailer” shall mean a non-automotive vehicle that is towed by a Motorized Vehicle. The term “Member,” “You” or “Your” shall mean the person named in the application, and shall include the Individual Primary Member and/or any Associate Member whose Membership Fees have been paid and whose Membership has not expired or been canceled by the Primary Member of the Plan or by Trailguard. The term “Motorized Vehicle” or “Vehicle” shall mean a non-commercial, passenger motor vehicle designed for use on public roads, excluding tractors, Class A Motorhomes, vehicles with GVWR over 20,000 pounds, and any non-street legal vehicle. The term “Plan” shall mean the arrangement between Trailguard

and You whereby Trailguard provides the Services described herein. The term “Services” shall mean those roadside services described below in the section titled “MEMBER BENEFITS.” The term “Vehicle Accident” shall mean an occurrence physically involving Your Motor Vehicle, while operating, which (A) results in (i) a fatality or bodily injury to a Horse as a direct cause of the occurrence and/or (ii) one or more Vehicles incurring damage as a result of the occurrence, and (B) which You have reported to the local law enforcement agency responsible for responding to Vehicle Accidents. The term “Vehicle Accident” does not include an occurrence involving the boarding or exiting of Your Vehicle, or the loading or unloading of cargo or Horses on or off Your Vehicle or Trailer. The term “recovery” is used when the Vehicle is outside program coverage, has been involved in an accident, needs specialized equipment to be moved, or should otherwise be handled by the Member’s insurance company. Examples may include being stuck in a ravine, jammed up against an obstacle, etc. The term “maintained roadway” is any road a Service Provider can drive on and not get stuck (gravel, dirt, paved, etc.).

**EFFECTIVE DATE AND EXPIRATION DATE:** Your Membership becomes effective 72 hours after receipt of full payment of Member’s Membership Fees and receipt of Your Membership information. Your Membership shall

remain effective until 11:59pm Eastern Time on the expiration date printed on Your Membership Card, as long as Fees are paid, or until this Membership Agreement is terminated. If no Membership Term is indicated on the Membership, the Membership Period shall be one year.

**CANCELLATION BY THE MEMBER:** Member has 30 days from date of Membership Confirmation email to cancel membership for a full refund, as long as no claim has been made to Trailguard for service, or no benefits have been used or requested prior to time of cancellation; if a claim has been made the refund will be a pro-rata.

**CANCELLATION BY TRAILGUARD:** Trailguard reserves the right, in its sole and absolute discretion, to refuse Membership or cancel a Membership at anytime, which will be notified in writing. Members may appeal any such cancellation by sending notice in writing to 7500 Alamo Rd NW Albuquerque NM 87120 within thirty (30) days of notice. Usage of Services that Trailguard considers excessive, in the sole and absolute discretion of Trailguard, may result in limitation of benefits, limitation of the number of claims allowed, non-renewal, or cancellation of Membership. In order to maintain fair and reasonable Membership Fees for all Members, Trailguard reviews all unusual frequency of claims based on an average of claims by all Members. Excessive use of this Service usually indicates a vehicle or equipment in need of maintenance or repair.

For residents of Utah, we may only cancel this Membership under the following grounds: (1) Material misrepresentation; (2) Substantial change in the risk assumed, unless the insurer should have foreseen the change or contemplated the risk when entering into the Membership; (3) Substantial breaches of contractual duties, conditions, warranties, or attainment of the age specified as the terminal age for coverage. If this Membership is canceled due to non-payment, We will mail written notice of cancellation to You and will cancel Your Membership no sooner than at least ten (10) days after the delivery or first-class mailing of a written notice. If this Membership Agreement is canceled for any of the reasons listed above, We will mail written notice of cancellation to You and will cancel Your Membership no sooner than thirty (30) days after the delivery or first-class mailing of a written notice. If Trailguard cancels this Membership at any time, You will be entitled to a prorated refund of the Membership Fee, less a cancellation fee of fifty dollars (\$50). In general, if Trailguard cancels this Membership, Trailguard will mail to You written notice of cancellation at least thirty (30) days before the cancellation date. However, if Trailguard cancels this Membership within

the first sixty (60) days after the Membership purchase date, Trailguard will mail to You written notice of cancellation at least ten (10) days before cancellation date.

For residents of Wisconsin, a notice of cancellation or non-renewal shall state with reasonable precision the facts on which the decision to cancel or non-renew is based. If a notice of cancellation or non-renewal does not state with reasonable precision the facts on which our decision is based, You have the legal right to make a written inquiry regarding the reason for the cancellation or non-renewal. We shall send by first-class mail or deliver that information within ten (10) working days after receipt of a written request by the Member.

#### **MEMBER BENEFITS:**

**SCOPE OF BENEFITS:** Trailguard is an emergency roadside assistance program for the Member whose Motorized Vehicle and/or Trailer has an emergency condition and should not be considered a repair or maintenance service. Member hereby acknowledges that Trailguard IS NOT A REPAIR OR MAINTENANCE SERVICE. Trailguard engages a network of independent Service Providers, and Trailguard does not itself provide many of the services described herein. Furthermore, Trailguard does not have control over prices charged by the Service Providers. Repairs made at a service facility are not eligible for reimbursement by Trailguard. Associate Members are subject to all of the terms and conditions set forth in this Membership Agreement, and Primary Members are responsible for making Associate Members aware of these terms and conditions. All Members are invited to periodically review this Membership Agreement at their convenience by accessing the Membership page on the Trailguard website at [www.Trailguard.org/membership](http://www.Trailguard.org/membership).

**TOWING:** In the event of a mechanical failure with your vehicle, Trailguard will cover the expense to the nearest certified warranty provider for your specific make and model of vehicle. If both Your Truck and Trailer need to be towed, Trailguard will provide a second, identical towing benefit. Max trailer towing benefit will be to the nearest warranty service provider or nearest boarding facility. The Member is responsible for additional expense if they want to go to a destination of their choice. Trailguard does not provide coverage, payment, or reimbursement for towing which is required as a result of a vehicular accident or damage, or as a result of acts of nature such as but not limited to flood, fire, snow/ice, or extreme wind/sand.

**WINCH-OUT:** Trailguard is unable to accept any responsibility for any vehicle damage that might result from winch-out service.

## **MEMBERSHIP AGREEMENT**

Vehicle(s) must be within 150 feet of maintained roadway. If service is determined to be a recovery, it will become an out-of-pocket expense to the Member.

**BATTERY ASSISTANCE:** Service Providers' vehicles are equipped to boost batteries and perform minor adjustments (exclusive of replacement parts) to batteries, alternators, etc. Coverage excludes labor, parts, fluids, and taxes.

**FLAT TIRE ASSISTANCE:** A flat tire on Your Vehicle or Trailer will be removed and replaced with Your spare tire. In the event You have no spare tire or Your spare tire is damaged or otherwise inadequate, Trailguard will locate and arrange delivery and installation of replacement tires. Trailguard will not be responsible for the cost of any replacement tires. Coverage excludes labor, parts, fluids, and taxes.

**FUEL, OIL AND WATER DELIVERY:** Local and/or state regulations permitting, a service truck will deliver emergency supplies of fuel, oil or water necessary to get You on Your way again. Coverage excludes parts, fluids, and taxes.

**LOCKOUT SERVICE:** If Your keys are lost or locked inside the Vehicle, or Horse Trailer, or House, Trailguard will dispatch a locksmith or emergency service vehicle to assist You. Member is responsible for cost of replacement keys.

**EMERGENCY LODGING/STABLING ARRANGEMENTS:** If, while traveling, Your Vehicle breaks down or is in an accident not involving injury to Your Horse(s), Trailguard will contact area hotels, motels and/or stabling facilities to assist You in making lodging arrangements for You and/or Your Horse(s). MEMBER IS RESPONSIBLE FOR LODGING/STABLING COSTS.

**EMERGENCY VETERINARY REFERRAL SERVICES:** In the event a Horse in Your care experiences a health emergency while traveling, Trailguard will assist You in locating a large-animal practitioner from our exclusive DVM directory. MEMBER IS RESPONSIBLE FOR DVM COSTS.

**EMERGENCY FARRIER REFERRAL SERVICES:** In the event a Horse in Your care needs hoof care while traveling, Trailguard will assist You in locating a farrier from our exclusive Farriers Directory. MEMBER IS RESPONSIBLE FOR FARRIER COSTS.

**CLAIMS:** In some cases, Trailguard members know someone they trust to assist them in an emergency. Trailguard will provide reimbursement for a service provider if the following criteria is met: the member contacted Trailguard prior to services being performed

for approval; member submits to Trailguard within 10 days of services performed an itemized statement and description of services performed; and member's provider agrees to the terms, conditions, payment method and payment rates offered by Trailguard. Email to customerservice@trailguard.org

**NON-COVERED ITEMS:** The following items are not covered under the Plan. Any and all taxes, governmental fees, assessments and/or levies; storage; costs associated with Vehicles stolen, unlicensed, unregistered, illegally parked, or impounded; costs of any liquids, parts, or materials; Vehicles on display for sale or any other purpose; Vehicles with pre-existing conditions or used in competition; off-road Vehicles; or Vehicles used for commercial purposes. Class A motorhomes and vehicles with GVWR over 20,000 pounds are excluded. In the event that Trailguard inadvertently pays for Services that You are not entitled to under this Membership Agreement, You will be required to reimburse Trailguard within thirty (30) days after written demand by Trailguard.

**EXCLUSIONS:** Trailguard will not cover any incident in which the driver is charged with driving under the influence; or does not have a valid operator's permit; or is driving a Vehicle which is not registered for use on public roads; or leaves the scene of an accident without disclosing his or her identity. Additionally, Trailguard will not provide coverage for any Vehicle that is operated without the permission of the owner, moved from one service facility to another, able to move under its own power, or transporting commercial livestock. COVERAGE NOT EXTENDED TO COMMERCIAL CARRIERS, HAUL FOR HIRE, OR TRANSPORTATION SERVICES. Trailguard reserves the right to limit or deny coverage for any claim involving an incident in which a Horse Trailer contains significantly more Horses than passengers in the Vehicle, as this may indicate commercial use, or some other type of non-personal use.

**MONTANA RESIDENTS ONLY:** Pursuant to MCA 61-12-301(12) and MCA 61-12-309, this Membership Agreement constitutes a "service contract" and upon purchase of Membership, the Member agrees and acknowl-

edges the following: (1) this "service contract" is deemed to have been signed by the Member and Motor Club; and (2) the Member and Motor Club have each received a copy of this fully executed "service contract".

**NEW MEXICO RESIDENTS ONLY:** Pursuant to §59A-50-7, if Trailguard is unable to perform a contract obligation either on a service or indemnity basis the cash retail equivalent shall be paid to the member. See CLAIMS for instructions.

**FORCE MAJEURE:** Coverage may not be available in the event of war, natural disaster, act of the public enemy, act of God, or other circumstances beyond Trailguard's control. Trailguard makes no guarantee as to the availability of Service Providers and cannot guarantee service in all situations.

**LIMIT OF LIABILITY:** Due to the inherent dangers associated with the operation and use of Motorized Vehicles, especially with the dangers and unpredictability of the transportation of individuals and live animals, in no event shall Trailguard and/or its agents or contractors be liable for damages exceeding \$250 for any claims not expressly included in the Services described herein. The Service Providers and service facilities used by Trailguard are independent contractors and are not the agents nor employees of SafeTravels Motor Club or our respective affiliates. Claims for damage to the property or injury to person(s) must be filed against the Service Provider or facility.

**ADDITIONAL TERMS AND CONDITIONS:** Vehicle must be operated or occupied by the Member at the time of disablement. Member must be present at time of Service and Service must be requested by Member in order for coverage to be applicable. In most cases, only one or two passengers can ride in a wrecker and You may need to make other arrangements for additional passengers. In the event Service cannot be provided, a work order number will be issued, or Trailguard will reimburse the Member a reasonable amount for covered Services, up to benefit limits; a second charge for the same disablement is not covered. In order to maintain reasonable and competitive rates, Trailguard cannot be

responsible for more than one (1) Service call per disablement. Benefits reset for a disabled Vehicle when the cause of a disablement has been repaired. On certain turnpikes, toll roads, and thruways, our Service may be limited to designated Service Providers, and/or the Member may have to pay at time of Service. Our tow and service personnel are not trained in the care and handling of Horses; this is the sole responsibility of the Member. Members who do not renew their Membership within the thirty-day (30-day) period following their expiration date are subject to a reactivation fee. The service charge for returned check collection is \$25. All time references under this Membership Agreement are Eastern Standard Time (EST). All expressions of currency in this Membership Agreement are in U.S. dollars. In the event that Trailguard must retain an attorney or other professional to recover amounts due from You, You will be required to reimburse Trailguard's reasonable attorneys' fees and expenses.

**FORUM/JURISDICTION:** You agree to submit to the venue and jurisdiction of the United States District Court of Delaware, with respect to any disputes and/or litigation related to this Agreement and any transactions You may conduct with Trailguard.

**GOVERNING LAW:** This Membership Agreement and any Services thereunder shall be governed by the laws of the state of Delaware, without regard to conflict of law rules.

**MERGER:** This Membership Agreement (in its most current version as it appears on the Trailguard website at www.Trailguard.org) represents the entire understanding between the Parties and supersedes any and all prior memberships, whether written or oral, between the Parties. In the event that a particular term or terms are determined to be unenforceable by a court of competent jurisdiction, all remaining terms shall remain in effect.

**OTHER DISCLOSURES:** You have the right to file a complaint by submitting a written complaint to our Member Satisfaction Department at 7500 Alamo Rd NW Albuquerque NM 87120 or contacting a member service representative at 1-844-404-8273.

**All promised benefits and services provided by SafeTravels Motor Club, LLC**

**This is a Motor Club Membership Agreement and does not comply with any financial responsibility law.**

*X John Moore*  
John Moore,  
Director of Roadside Operations,  
SafeTravels Motor Club

**Office Location:**  
7500 Alamo Road NW  
Albuquerque NM 87120

**Mailing Address:**  
7500 Alamo Road NW  
Albuquerque NM 87120

**Registered Agent Locations**  
2710 Gateway Oaks Dr Ste 150N  
Sacramento CA 95833-3505

7 St Paul St Ste 820  
Baltimore MD 21202

7716 Old Canton Rd Ste C  
Madison MS 39110

112 N Curry St  
Carson City NV 89703

110 E Broadway St  
Hobbs NM 88240

10300 Greenbriar Pl  
Oklahoma City OK 73159-7653

211 E 7th St Ste 620  
Austin TX 78701-3218

8040 Excelsior Dr Ste 400  
Madison WI 53717