

We Welcome You
as a Member of:

USRider

EQUESTRIAN ROADSIDE ASSISTANCE

Basic

Membership/Claims Processing:

1079 S Hover St Ste 200
Longmont CO 80501

Member Service: 1-800-844-1409

memberservice@usrider.org

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. Motor club benefits provided by SafeTravels Motor Club, LLC.

This is a Membership Agreement.

This is not an insurance contract.

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



THIS MEMBERSHIP AGREEMENT (or “Membership”) is effective under the terms of USRider Equestrian Motor Plan 24 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.usrider.org or call 1-800-844-1409 and request the most current version. In the event of any conflicts between this document and the Membership Agreement posted online at www.usrider.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 year, make, model, and color of your vehicle.

DEFINITIONS: 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 “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 USRider. The term “Motorized Vehicle” or “Vehicle” shall mean a non-commercial, passenger motor vehicle designed for use on public roads, excluding motorcycles, mopeds, scooters, and tractors. The term “Plan” shall mean the arrangement between USRider and You whereby USRider 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 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. 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.).

MEMBERSHIP CARD: As with a driver’s license, keep Your USRider Membership Card with You at all times – it is Your proof of Membership. Your Membership Number is on the back of the card, beginning with the letters “USR.” For emergency service, dial the

toll-free number on the card to reach a USRider Member Care Specialist. PLEASE NOTE: FOR SECURITY PURPOSES, THE MEMBERSHIP CARD IS THE ONLY PLACE WHERE YOUR ID NUMBER AND THE EMERGENCY TELEPHONE NUMBER APPEAR.

EFFECTIVE DATE AND EXPIRATION DATE: Your Membership becomes effective 24 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: You may cancel Your Membership within thirty (30) days from the date of application and receive a full refund of the annual Membership Fee, provided You have not requested any road Services, relocated, or rejoined, in which case we will deduct any road Service fees paid on behalf of the Member, and/or refund on a pro-rata basis. To do so, send an email to memberservice@usrider.org with Your full name, address and Member ID# and clearly state that You wish to cancel Your Membership. If You wish to cancel after thirty (30) days, follow the same procedure and You will receive a pro-rata refund of any unused portion of the Membership Fee and it will come in the form of Your most recent transaction (check or credit card). Regardless of when You cancel, Your New-Member Activation Fee is non-refundable. If Your Membership Fee is not received in our offices by Your expiration date, Your Membership and all benefits will automatically terminate on the expiration date without further notice to You. Residents of Massachusetts, Mississippi, Oklahoma, Wisconsin and Wyoming will not have claims deducted from any cancellation refunds. Residents of California, Montana and Nevada will have no cancellation fees or claims deducted from any cancellation refunds. Residents of New Mexico and Maryland will have no cancellation fees deducted from any cancellation refunds. Residents of Utah may cancel this Membership within the first ten (10) days of the purchase date, if no claim has been made, and receive a full refund of the total Membership purchase price, less the applicable cancellation fee in the amount of fifty dollars (\$50).

CANCELLATION BY USRIDER: USRider 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 1079 S Hover St, Ste 200, Longmont, CO 80501 within thirty (30) days of notice. Usage of Services that USRider considers excessive, in the sole and absolute discretion of USRider, 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, USRider 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 USRider 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 USRider cancels this Membership, USRider will mail to You written notice of cancellation at least thirty (30) days before the cancellation date. However, if USRider cancels this Membership within the first sixty (60) days after the Membership purchase date, USRider 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: USRider is an emergency roadside assistance program for the Member whose Motorized Vehicle has an emergency condition and should not be considered a repair or maintenance service. Member hereby acknowledges that USRIDER IS NOT A REPAIR OR MAINTENANCE SERVICE. USRider engages a network of independent Service Providers, and USRider does not itself provide many of the services described herein. Furthermore, USRider does not have control over prices charged by the Service Providers. Repairs made at a service facility are not eligible for reimbursement by USRider. 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 USRider website at www.usrider.org/membership.

TOWING: When Your Vehicle cannot be started or driven, the Vehicle will be covered for a 15 mile tow.

WINCH-OUT: Winch-out benefit limited to \$200 per incident. USRider is unable to accept any responsibility for any vehicle damage that might result from winch-out service. 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. Benefit limited up to \$200 per incident; coverage excludes parts, fluids and taxes.

FLAT TIRE ASSISTANCE: A flat tire on Your Vehicle 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, USRider will locate and arrange delivery and installation of replacement tires. USRider will not be responsible for the cost of any replacement tires. Benefit limited up to \$200 per incident; coverage excludes 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. Benefit limited up to \$200 per incident; coverage excludes parts, fluids, and taxes.

EMERGENCY REPAIR: In the event Your Vehicle becomes disabled when You are traveling, if it is possible for USRider to facilitate a roadside repair and avoid towing, USRider will pay a service benefit up to \$200 per incident; coverage excludes parts, fluids, and taxes.

LOCKOUT SERVICE: If Your keys are lost or locked inside the Vehicle, USRider will dispatch a locksmith or emergency service vehicle to assist You. Benefit limited up to \$100 per incident. Member is responsible for cost of replacement keys.

CONTINUATION SERVICE REQUEST: In the event any of the previously listed services is unsuccessful and towing is still required, the cost of the requested service (up to the max. benefit) will be deducted from the towing benefit.

EMERGENCY TAXI TRANSPORTATION: If You need emergency transportation resulting from an accident or mechanical breakdown, USRider will reimburse up to \$25 per incident.

THEFT REWARD: USRider will pay a \$5,000 reward for information leading to the arrest and conviction of anyone stealing Your Motorized Vehicle. Reward will not be paid to the Member, any relative of the named Member, or any public official while performing their duty.

CLAIMS: Requests for reimbursement are covered only if the Member has had an active/reactivated Membership for a minimum of 24 hours prior to the disablement. Requests for Reimbursement of covered benefits must be submitted in writing with the USRider Request for Reimbursement form. This Request for Reimbursement form will accompany an original, itemized, unaltered "Paid" receipt from a Service Provider in the name of the Member indicating method of payment. Contact the USRider Administrative Offices or visit <https://my.usrider.org/a/RequestReimbursement.aspx> to download the form.

REQUESTS FOR REIMBURSEMENT MUST BE POSTMARKED WITHIN THIRTY (30) DAYS OF OCCURRENCE and include all information and attachments requested. Mail claims to: 1079 S Hover St, Ste 200, Longmont, CO 80501. Please keep a copy of all materials submitted.

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. In the event that USRider inadvertently pays for Services that You are not entitled to under this Membership Agreement, You will be

required to reimburse USRider within thirty (30) days after written demand by USRider.

EXCLUSIONS: USRider 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, USRider 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, PROFESSIONAL, OR BUSINESS USE. USRIDER MEMBERSHIP IS LIMITED TO THE PERSONAL USE OF THE MEMBER.**

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 acknowledges 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 USRider 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 USRider’s control. USRider 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, in no event shall USRider 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 USRider 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 re-

quested 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. Charges in excess of the stated limits must be paid by Member at time of Service. In the event Service cannot be provided, a work order number will be issued, or USRider 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, USRider 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. 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 USRider must retain an attorney or other professional to recover amounts due from You, You will be required to reimburse USRider’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 USRider.

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 USRider website at www.usrider.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 1079 S Hover St, Ste 200, Longmont, CO 80501 or contacting a member service representative at 1-800-844-1409.

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.

 John Moore, Director of Roadside Operations, SafeTravels Motor Club	Office Location: 7500 Alamo Road NW Albuquerque NM 87120	Registered Agent Locations 2710 Gateway Oaks Dr Ste 150N Sacramento CA 95833-3505	7716 Old Canton Rd Ste C Madison MS 39110	10300 Greenbriar Pl Oklahoma City OK 73159-7653
	Mailing Address: 7500 Alamo Road NW Albuquerque NM 87120	7 St Paul St Ste 820 Baltimore MD 21202	112 N Curry St Carson City NV 89703	211 E 7th St Ste 620 Austin TX 78701-3218
			110 E Broadway St Hobbs NM 88240	8040 Excelsior Dr Ste 400 Madison WI 53717

At USRider, we are committed to the welfare and safety of our Members and their Families. SM