



## TRUCKER TOOLS PRO-DRIVER MEMBERSHIP AGREEMENT

THIS IS NOT AN INSURANCE CONTRACT NOR AN AUTOMOBILE LIABILITY OR PHYSICAL DAMAGE POLICY AND DOES NOT COMPLY WITH ANY FINANCIAL RESPONSIBILITY LAW.

I. **MEMBERSHIP AGREEMENT.**<sup>1</sup> The following contract constitutes your **Membership Agreement**. In exchange for receipt of membership fees and subject to all terms herewith, we agree with you as follows:

II. **DEFINITIONS.** Throughout this contract

- “**You**”, “**your**”, “**Covered Person**,” and “**Member**” mean the person executing this **Membership Agreement**.
- “**Spouse**” means the **Member’s** legal **spouse**. Benefits are only available to a **Member’s Spouse** as specifically indicated below and only in a personal passenger vehicle where applicable.
- “**We**,” “**us**,” “**our**,” or “**Company**” means TVC Pro-Driver, Inc., the Company providing or arranging for services, and its employees and agents.
- “**Home Office**” means the **Company’s** offices located at 3200 W. Wilshire Blvd., Oklahoma City, OK 73116.
- “**Vehicle**” means a properly-licensed motor vehicle designed to operate on public highways.
- “**Covered vehicle**” means any **vehicle** you are using with the permission of the **vehicle’s** owner, whether that **vehicle** be commercial or personal passenger. **Covered vehicle** specifically excludes any vehicle operated without the permission of the owner.
- “**Provider Attorney**” means the law firm or attorney **we** have engaged on **your** behalf or is designated by **us** to provide the Attorney Representation Benefits of Membership, as applicable, and who has accepted such representation.
- “**Court of Original Jurisdiction**” means the Court, board, or administrative agency in which the charge or complaint is first filed and excludes any subsequent proceedings for review, appeal, or reconsideration.

III. **BENEFITS OF MEMBERSHIP.**

A. **ATTORNEY REPRESENTATION.** This Benefit applies to **you** when you operate a commercial or personal passenger vehicle, unless the Benefit specifies otherwise.

1. **REPRESENTATION FOR MOVING AND NON-MOVING TRAFFIC VIOLATIONS.** If a **Member** is driving the **covered vehicle** then the **Member** is entitled to representation in the **court of original jurisdiction** by a **Provider Attorney** for coverable moving and non-moving traffic violations, subject to the following:

- **Member** MUST call 1-800-288-2889 to report the traffic violation **within three (3) days (72 hours) of receiving the citation**. The call will be logged, membership verified, and **Member** will be asked to immediately send the following:
  - Original citation or legible copy of both the front and back of the citation;
  - Completed Power of Attorney Certificate;
  - Statement of Fact regarding the incident; and
  - Any other documentation required by the **court of original jurisdiction**, the **Provider Attorney**, or local law.
- TVC Pro-Driver, Inc. must receive the above information in full in the **Home Office** at least ten (10) business days prior to the court date. When **we** receive the completed information, **we**

<sup>1</sup> This plan is administered and operated by Motor Club of America Enterprises, Inc.

- will process and forward it to the **Provider Attorney** who will handle the case in the jurisdiction where it was received.
- If **Member** fails to report the traffic violation within three (3) days (72 hours) of receiving the citation and/or fails to submit the information identified above to the **Home Office** at least ten (10) business days prior to the court date, **we** cannot guarantee representation.
  - The **Provider Attorney** will bill the **Company** for coverable attorneys' fees. **Member** is responsible for out-of-pocket expenses that may be incurred such as fines, fees, or other court costs.
  - This Benefit is available to **your spouse** for moving violations in a personal passenger **vehicle** only.
2. **REPRESENTATION FOR SERIOUS TRAFFIC VIOLATIONS.** **Your** membership provides **you** with representation by a **Provider Attorney** in the **court of original jurisdiction** for criminal charges such as vehicular manslaughter, vehicular homicide, and negligent homicide resulting from a serious traffic accident.<sup>2</sup>
3. **REPRESENTATION FOR PRE-EXISTING CITATIONS.**<sup>3</sup> Subject to a handling fee of \$295, **your** membership provides **you** with representation by a **Provider Attorney** in the **court of original jurisdiction** for pre-existing citations if the citation is received in our **Home Office at least six (6) business days** prior to the court date. Citations received in our **Home Office less than five (5) business days** prior to the court date are subject to a handling fee of **\$395**.
- Pre-existing citation coverage excludes appeals; charges due to accidents; criminal charges such as vehicular manslaughter, vehicular homicide, and negligent homicide resulting from a serious traffic accident; and previous citations for violations not covered by the **Membership Agreement**. This excluded coverage may, however, be subject to the Provider Attorney Service Discount at **Member's** election.
4. **COMPLIANCE, SAFETY, AND ACCOUNTABILITY ("CSA") CHALLENGES.** **Company** navigates CSA challenges. When traffic violation representation results in a challengeable reduction and **Company** is provided the corresponding inspection report, **Company** will perform a free DataQ Challenge to assist **Member** in addressing **Member's** PSP Report.
5. **DRIVER'S LICENSE PROTECTION.** **Company** arranges for up to two-and-one-half hours of the **Provider Attorney's** time toward protection of the right to drive, and, in case of an accident, recovery of damages and personal inquiry expense of \$2,000 or less.
6. **PROVIDER ATTORNEY SERVICE DISCOUNT.** When a legal situation not specifically covered elsewhere in this **Membership Agreement** requires assistance from a **Provider Attorney**, the **Member** may retain the **Provider Attorney** for a twenty-five (25) percent discount off the **Provider Attorney's** standard market rate(s). In order to secure these services under this discount, contact the **Company** with the details of your legal matter. Once we have put **you** in contact with a **Provider Attorney**, **you** will need to agree with the **Provider Attorney** upon a fee based on the scope of work required, subject to the twenty-five (25) percent discount. Once **you** have reached such agreement, **we** will transfer **your** file to the **Provider Attorney** and close the matter. **You** should then maintain direct contact with the **Provider Attorney** and provide the **Provider Attorney** with all information necessary to successfully address the matter.

<sup>2</sup> See Exclusions at Part IV below.

<sup>3</sup> This benefit is not currently available in North Carolina.

**Member** is responsible for direct payment to the **Provider Attorney** for all fees. This Benefit is also available to **your spouse**.

7. As noted above, the **Company** arranges for representation through a **Provider Attorney**. The **Provider Attorney** is not an employee of the **Company** but is an independent counsel engaged by the **Company** on the **Member's** behalf. The **Provider Attorney** is responsible for the **Member's** legal representation and is subject to the rules and regulations of the bar in his or her practicing jurisdiction(s). It is within the sole discretion of the **Provider Attorney** to determine whether claims or defenses pertaining to any matter under any portion of this **Membership Agreement** present a frivolous or otherwise unmeritorious judgment or decision.

- B. ROADSIDE ASSISTANCE.** **Company** pays reasonable charges to get **your personal passenger vehicle** moving such as, for example, flat tires, sufficient fuel to drive to the nearest gas station, jumps and unlocks, and, when **we** are unable to get **your** vehicle moving in a reasonable time, towing to the nearest servicing facility when **your personal passenger vehicle** is disabled. This Benefit is also available to **your spouse** in a personal passenger vehicle only.

Roadside assistance does not cover:

- service for trucks with a licensed load capacity in excess of one (1) ton, vehicles of a dual wheel class, buses, tractors, or trailers;
- wench-out, extraction, or removal of snow or ice from or around **your covered vehicle** or from or around any driveway, premises, street, highway, or parking area;
- any auto parts, rental battery, return of rental battery, supplies or accessories furnished by garage or service stations, repairs to door locks, new keys, or opening of rear deck;
- any repairs or materials used in repairing a flat tire, or a second trip by a service provider for the same disablement; or
- any repairs to skid chains and snow tires, balancing of snow tires, rotating of tires, or dismounting of skid chains or snow tires.

- C. EMERGENCY TRAVEL REIMBURSEMENT.** If **your** personal passenger vehicle is involved in a collision at least 100 miles from home, **we** will reimburse you up to \$750 for covered expenses to keep **your** trip on schedule. Covered expenses include **one** of the following:

- Rental Car, to your destination and back; **or**
- Lodging and meals up to seventy-two (72) hours at the place of the accident; **or**
- Commercial transportation to and from the accident destination within seventy-two (72) hours of accident.

**You** must report the incident within ninety (90) days, and **you** will be asked to send a copy of the police accident report and all receipts. This Benefit is also available to **your spouse** in a personal passenger vehicle only.

- D. AMBULANCE SERVICE.**<sup>4</sup> If **your** personal passenger vehicle is involved in an accident, **we** will reimburse you up to \$100 when **you** must be transported from the scene of the accident by ambulance service. **You** must report the incident within ninety (90) days, and **you** will be asked to send a copy of the police accident report and all receipts. This Benefit is also available to **your spouse** in a personal passenger vehicle only. This Benefit is subject to the Exclusions listed under Section IV(A).

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<sup>4</sup> Not available in Texas.



The **Company** reserves the right to change from time to time the **Benefits of Membership** described at this Part III and the Membership price. All such changes will be noticed through the **Company's** website thirty (30) days prior to those changes taking effect. Following such notice, **Member** shall have been deemed to have accepted such change unless **Member** notifies **Company** of **Member's** desire to cancel membership as specified at Part VII(D) below.

#### IV. EXCLUSIONS.

A. The rights and privileges provided under Section III of this **Membership Agreement** exclude and do not apply to those otherwise covered by this **Membership Agreement** if the **Member** is charged as a result of

- any parking or environmental charges;
- drug- or alcohol-related matters;
- failure to appear on a prior traffic violation;
- driving on a suspended, revoked, or invalid permit;
- a felony;
- hit and run;
- appeals;
- warrants; or
- charges out of the court of original jurisdiction.

This Membership Agreement also excludes and does not apply to any act or omission otherwise giving rise to coverage if such act or omission was performed in the commission of any crime under any municipal ordinance or state and/or federal statute, except as is otherwise specifically provided for and covered under this **Membership Agreement**.

B. This **Membership Agreement** excludes and does not cover any fines, court costs, penalties, expert witness fees, bonds, bailbonds, or other out-of-pocket expenses.

C. This **Membership Agreement** excludes traffic, criminal, and civil charges against the **Covered Person** which arise solely due to the ownership of the **vehicle** itself, management or association with a business, partnership or corporation, or which involve an incident wherein the **Covered Person** was not actually driving or operating a **vehicle**.

D. Pre-existing charges which include accident or criminal charges arising from accidents including charges of manslaughter, involuntary manslaughter, negligent homicide, or vehicular homicide.

E. Radar detector violations.

#### V. FREE, OPTIONAL DISCOUNTS.

- **TVC Pro-Driver Rewards**
- **Wellcard Benefits**
- **Car Rental Discounts**
- **Worldwide Travel Assistance**



These free, optional discounts are made available to Members through TVC or through third-party service providers. All free, optional discounts may be modified or terminated at any time and may change without notice.

#### VI. COVERAGE AREA.

- A. This **Membership Agreement** and all the rights, duties, and responsibilities set forth herein apply to and are applicable in the fifty (50) United States and Canada (where available and not specifically excluded). The possessions and territories of the United States including Puerto Rico are not covered under this Membership Agreement.

#### VII. TERM AND TERMINATION

- A. **Term.** Coverage begins on the date the **Member** signs the **Membership Agreement** (“Effective Date”) and continues until cancelled or terminated.
- B. **Price.** Member agrees to pay a monthly Membership Fee for the Benefits of Membership above described.
- C. **Renewal.** The **Company**, at its option, may renew the **Membership Agreement**. Renewal is any month after the first twelve (12) months.
- D. **Cancellation by the Member.** Should the **Member** wish to cancel this **Membership Agreement**, **Member** should notify TVC Pro-Driver in writing at the Home Office or by email at [cancel@prodriver.com](mailto:cancel@prodriver.com). The **Member's Membership** shall terminate on the date the **Company** receives such written or emailed notice.
- E. **Termination by the Company.** Non-payment of the **Membership Fee** shall result in termination of your **Membership** as of the due date of the last payment. The **Company** may also, at its discretion, discontinue the product described herein in its entirety and terminate this **Membership Agreement** for discontinuation of the product or for any other reason upon thirty (30) days’ written notice posted on the **Company's** website.
- F. **Return of Unearned Membership Fee.** If **you** cancel or **we** terminate your membership, the unearned fee (cancellation date to expiration date) will be computed on a pro-rata basis, without any deductions. If that computed, pro-rata sum entitles **you** to a refund, such refund will be mailed to **you** after the processing of the cancellation or termination.

#### VIII. GENERAL PROVISIONS.

- A. **Non-Waiver.** No covenant or condition of this Membership Agreement may be waived except by the written consent of an officer of the Company. No agent, employee, or sales associate has the authority to change the Membership Agreement or to waive any of its provisions.
- B. **Force Majeure and Other Delays.** The Company shall not be liable hereunder by reason of any failure or delay in performance of its obligations hereunder on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosion, acts of God, war, terrorism, governmental action, earthquakes, material shortages, or any other cause beyond the reasonable control of the Company.
- C. **Headings and Exhibits.** All headings used in this Membership Agreement are inserted herein for the convenience of reference only and shall not be considered in the construction of any provision hereof. All exhibits, schedules, or other documents that are attached and referred to in the text of this Membership Agreement shall be



considered as part of this Membership Agreement as if fully set out herein.

- D. **Severability.** Any provision of this Membership Agreement which is unenforceable under the laws of any jurisdiction which are applicable hereto shall be ineffective to the extent such laws apply without causing such provisions to be ineffective under the laws of any other jurisdiction which may be or become applicable and without invalidating the remaining provisions of this Membership Agreement.
- E. **Subrogation.** If the **Company** or **Provider Attorney** makes a payment under this **Membership Agreement** and the person to or for whom payment was made has a right to recover damages from another, the **Company** shall be subrogated to that right.
- F. **Governing Law.** This Membership Agreement shall be governed and construed in accordance with the laws of the State of Oklahoma. Exclusive venue for any dispute arising hereunder is the federal or state courts sitting in Oklahoma City, Oklahoma.

By: \_\_\_\_\_

Member: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_