

GOOD SAM WATER RESCUE MEMBER BENEFIT BROCHURE



Welcome! As a Member of Good Sam Water Rescue, you are now entitled to all the benefits and services you'd expect from the leader in on-water towing and assistance. Please take a moment to familiarize yourself and keep this brochure in your boat, as it explains your benefits and services in detail.

Your Membership protects you no matter where you are boating in the United States, whether on inland or coastal waters. And with our 365-days-a-year call center and a national network of independent specialized tow, service and repair providers, you'll have peace of mind wherever and whenever you're on the water.

We are committed to providing you a superior level of service and always want to hear from you. Please email MarcusVIP@goodsamfamily.com and let us know how we can better serve you. We're ready to set sail and are delighted to have you on board.

Sincerely,

Marcus Lemonis, Chairman
Affinity Road & Travel Club, LLC and Americas Road & Travel Club, Inc.

WELCOME TO GOOD SAM WATER RESCUE

HOW TO SECURE WATERCRAFT ASSISTANCE

1. Call dispatch at 1.833.503.1741

Call Good Sam Dispatch Center at 1.833.503.1741 or relay distress to Good Sam Dispatch Center through the U.S. Coast Guard or Harbor/Marine Patrol.

2. Contact Good Sam's Dispatch Center

Members must contact Good Sam's Dispatch Center to secure Watercraft Assistance from GOOD SAM's network of Service Providers and to verify Membership benefits.

Request for Watercraft Assistance and or use of the Good Sam Dispatch Center constitutes an agreement with and acceptance of all Member Terms & Conditions.

GENERAL TERMS AND CONDITIONS:

1. Good Sam shall be responsible for selecting a Service Provider to provide non-emergency services only, to the Member to assist the Listed Watercraft to reach the nearest Safe Port under the Watercraft's own power or by tow and shall be rendered as a result of Disablement.
2. Watercraft Assistance is available to Members only and is limited to the Listed Watercraft. Registration of the Listed Watercraft in Member's name or other proof of ownership may be required prior to services being rendered.
3. Member warrants that the Listed Watercraft is in a safe, operating condition at the time of Membership purchase and that the Listed Watercraft is and will be used solely for private pleasure use.
4. Failure to contact Good Sam Dispatch Center for Watercraft Assistance will result in Member being required to pay the Service Provider at the time of service.
5. Failure to maintain the Membership will result in the Member being responsible for payment.
6. Delays for towing services are sometimes unavoidable. Good Sam does not guarantee any response times.
7. Watercraft Assistance shall not include Hard Groundings, Marine Salvage, medical or life-saving efforts, firefighting, pollution control or remediation, Acts of God, or towage or other services to be rendered in an environmentally sensitive area or situation in which seagrasses, coral, and any other form of protected marine life may be threatened by such Assistance.
8. Good Sam provides dispatch services to Members and is not a direct Service Provider.
9. Good Sam is not responsible for the acts or omissions of the Service Providers and reserves the right to accept or reject any and all requests for Watercraft Assistance in its sole discretion.
10. This coverage is not a promise of, or commitment to provide or pay for, rescue. In a life-threatening situation, you must immediately contact the coast guard, government agency, or other emergency support.

ON-WATER ASSISTANCE & MARINE DISPATCH SERVICES

- A. Towing of Listed Watercraft will be provided from the location of disablement to the nearest Safe Port. If the Member desires towing to a further destination, it will be solely and absolutely at the option and expense of the Member.
- B. Good Sam's toll-free 24 hour dispatch will be available to assist Members in finding an available, on-water towing Service Provider to service the request of the Member.
- C. Good Sam dispatchers monitor each situation to completion.
- D. Good Sam will not and does not take responsibility for negotiations or written or oral contracts entered into between the Member and the Service Provider.

MARINE SERVICES

- A. When the Member requests parts or other services necessary to assist the Listed Watercraft in continuing its originally planned trip, Good Sam will cover labor in an amount not to exceed one-half hour.
- B. Any charges for any parts or other services requested by the Member will be the sole and absolute responsibility of the Member, and Good Sam will not pay for or be responsible for the cost of any parts, fuel or other services.
- C. For the Member's safety, if fuel is required, Good Sam will pay for the delivery of fuel, or for Towing Services to the nearest fuel station. However, the cost of fuel is not included.

REIMBURSEMENTS

If Good Sam Dispatch Center was NOT contacted to secure the tow service, Member may notify Good Sam Member Services and request possible Reimbursement for services.

Member may be reimbursed up to \$250 per hour, upon presentation of proof of payment and invoice of services from a commercial tow vendor.

Member is not guaranteed reimbursement for any services secured without the assistance of Good Sam Dispatch.

LIMITATIONS

1. Watercraft Assistance is limited to Inland and Coastal waters of the U.S.
2. Good Sam will not pay or reimburse Members for Dock to Dock tow requests.
3. Limit of two (2) Soft Groundings per Listed Watercraft in a Membership year.
4. No Hard Groundings.
5. Good Sam will not provide Watercraft Assistance more than once for the same Incident or Disablement.
6. Failure to follow Member Terms & Conditions could result in Membership cancellation.
7. Payment is limited to \$3,000 per Watercraft Assistance event.

EXCLUSIONS

1. Watercraft Assistance does not apply to:
 - a. Houseboats or liveaboards;
 - b. Watercraft over the age of 40 years; or
 - c. Watercraft larger than 65'.
2. Watercraft Assistance applies to Member's private-pleasure use only. Watercraft Assistance does not apply to Watercraft used for charter, hire, short or long-term rental, carrying persons or property for a fee, or for any other commercial, corporate or business use.
3. Watercraft Assistance does not apply to Marine Salvage or to a Watercraft in "peril" as defined by the general maritime law, including but not limited to vessels: grounded (except Soft Groundings), stranded, flooding, taking on water, on fire, sinking, or otherwise in danger of being lost or severely damaged as a result of its peril. Whether Watercraft Assistance rises to the level of Marine Salvage shall be determined by the on-scene Service Provider in its sole discretion.
4. Watercraft Assistance does not apply to Disablements caused by or arising out of:
 - a. Pre-existing mechanical disablement conditions;
 - b. Racing;
 - c. Boating Accidents; or
 - d. Any illegal act.
5. Good Sam will not be responsible for the negotiation, purchase or charges for parts or other services, including fuel, and assumes no liability whatsoever for such negotiation, purchases or charges.
6. Good Sam will not accept any liability whatsoever, either expressed or implied, resulting from any parts or other services, including fuel, obtained by the Member, or on behalf of the Member, nor will Good Sam be responsible for, or accept any liability whatsoever, whether expressed or implied, arising out of acts or omissions by a Service Provider or other independent towing service/operator.
7. Good Sam reserves the right to suspend towing and assistance benefits if: (a) the Listed Watercraft is determined to be in unsafe operating condition, or (b) the Member has demonstrated a lack of basic seamanship or boating skills and knowledge required for safe vessel operation. Prior to reinstatement of towing benefits, Good Sam may require the Member to provide, at the Member's expense, a mechanical condition survey or a certificate of completion of a recognized boating safety and seamanship course.
8. Good Sam will not accept, nor be responsible for any liability whatsoever, either express or implied, for consequential, indirect, special, incidental or punitive damages.

DEFINITIONS

"Courtesy Dispatch Service" means an offer by GOOD SAM to dispatch a Service Provider where Watercraft Assistance Coverage is unavailable or in question and the Member pays the Service Provider directly.

"Disablement" means any non-emergency failure of a Watercraft's ability to navigate, including, but not limited to mechanical or electrical breakdown, battery failure, insufficient supply of fuel, oil, water, or other fluid, lock-out, soft grounding and line entanglement.

"Dock to Dock Towing" means when a Watercraft is at its home port or at a marina and is towed to Port of Repair, and vice-versa. A Watercraft in a marina or at home port is considered a safe dock.

"Incident" means an occurrence, condition or situation that caused, contributed to, or resulted in a Disablement. Each Incident is deemed ongoing until it is shown to be cured.

"Listed Watercraft" means a single Watercraft that has been reported by the Member to GOOD SAM as the Covered Watercraft.

"Marine Salvage" means any service rendered to a Watercraft in "peril" as defined by the general maritime law, including but not limited to vessels: grounded (except Soft Groundings), stranded, flooding, taking on water, on fire, sinking, or otherwise in danger of being lost or severely damaged as a result of its peril. Whether Watercraft Assistance rises to the level of Marine Salvage shall be determined by the on-scene Service Provider in its sole discretion.

"Member" means a person who is insured under a Membership including Watercraft Assistance coverage in effect at the time of the request for Watercraft Assistance.

"GOOD SAM" means Good Sam Enterprises, LLC

"Membership" means an on-water towing membership issued by Good Sam that provides Watercraft Assistance coverage to a single Listed Watercraft.

"Port of Repair" means the location of repair facilities.

"Reimbursement" means repayment of a covered event, for the Member's direct payment to the Service Provider for Watercraft Assistance.

"Safe Port" means one that can accommodate the safe mooring of a Watercraft and has available means of communication.

"Service Provider" means any independent third-party marine towing and salvage contractor person or entity, other than GOOD SAM, dispatched by GOOD SAM to provide Watercraft Assistance.

"Standby Time" means the period of time from when the Service Provider arrives at the Member's Watercraft to the time the Service Provider departs from the Member's Watercraft or takes the Member's Watercraft in tow.

"Soft Grounding" means the Watercraft's hull is touching the sea bottom but is in a stable, safe condition; is not in dangerous surf or a dangerous surf line; is surrounded by water on all sides; can be rocked; can be refloated upon initial arrival or at the next high tide, in 15 minutes or less, by one vessel from a Service Provider; and is not in an environmentally sensitive area in which rendering un-grounding assistance may cause harm to marine life or vegetation. Whether a Watercraft is in a Soft Grounding situation shall be determined in the sole discretion of the Service Provider.

"On-water Towing Services": The rendering of assistance by a Service Provider to a Member's Listed Watercraft, which has lost its own source of power through mechanical breakdown, soft grounding, or lack of fuel.

"Watercraft" means a registered or documented vessel that is used for traveling on water.

"Watercraft Assistance" means the dispatch of a third-party Service Provider, who shall be responsible for providing non-emergency labor and Towing Services to the Member for Disablement of the Listed Watercraft.

MEMBERSHIP AND CANCELLATION POLICY

Membership is subject to cancellation by either party at any time for any reason, upon written notification. The cancellation of a Membership includes the primary Member and all other individuals eligible for benefits under the Membership. All benefits will cease when the Membership expires or either party cancels. Upon cancellation, the Member will receive a prorated refund for the unused portion of their Membership term. If the Member has utilized any Water Rescue Services during their membership term, no refund is owed.

CONTACTS

FOR 24-HOUR ON-WATER TOWING ASSISTANCE
Call 1-833-503-1741

FOR CUSTOMER SERVICE, ACCOUNT UPDATES, OR PAYMENTS
Call 1-833-401-1802

TO SUBMIT CLAIMS
Call 1-833-503-1741

FOR GENERAL INQUIRIES
Good Sam Water Rescue
P.O. Box 6905
Englewood, CO 80155-6905

Your Membership benefits become active 48 hours after approval of your payment. This version of the Member Terms & Conditions supersedes all prior versions. Member Terms & Conditions may be revised and updated at the sole discretion of GOOD SAM without prior notice to Members.