

# Camplify Promise – Accident and Damage Inclusions and Exclusions Summary

## 15 March 23

This document summarises the inclusions and exclusions of the Camplify Promise, in conjunction with key terms and conditions set out in the Camplify Owner Terms and Conditions and all ancillary documents referred to in the Camplify Owner Terms and Conditions (Owner Terms). All defined terms used in this document have the same meaning as defined in the Owner Terms.

As a Camplify Member with a valid Camplify Membership, you will receive the benefit of Damage Cover pursuant to the Camplify Promise if your Equipment is the subject to Accident or Damage in the following circumstances:

- **On hire:** Unlimited days each year for Premium Members and 40 days of hire cover per membership year for Flexible Members, and
- **Personal use:** Unlimited days each year for Premium Members **only**.

## ABOUT THE CAMPLIFY PROMISE

When you rent out your Equipment through Camplify we provide you with our Camplify Promise to repair or replace Equipment if it is lost, damaged, or destroyed as a result of an Accident or Damage subject to your compliance with the Owner Terms.

The Camplify Promise includes coverage for Equipment that is subject to or involved in:

1. Accident or Damage;
2. Theft;
3. third party loss; or

4. hail, flood and fire.

The Camplify Promise is subject to you complying at all times with the conditions and criteria of the Camplify Promise within this document, and the limitations, exclusions and conditions in the Owner Terms.

If your Equipment is damaged or lost while you hold a valid Camplify Membership, Camplify may manage the incident by investigating who is responsible and managing the process with its insurer including doing an external assessment and advising you to organise the repairs.

The Camplify Promise extends to the reasonable cost of repairing damage, which may include the use of second-hand or non original equipment manufacturer parts.

## INCLUSIONS UNDER THE CAMPLIFY PROMISE

### Memberships and Liability

- **For Flexible Memberships, your equipment is covered under the Camplify Promise for 40 days of hire per membership year subject to your compliance with the Owner Terms.**

If you are on a Camplify Flexible Membership, you will be fully responsible for, and you and your Additional Drivers have no cover for, Accident or Damage that occurs whilst the Equipment is in your possession (as opposed to being in the possession of a hirer). The Camplify Promise will not apply to you, any Additional Driver or any third party under the Owner Terms in relation to any such Accident or Damage, and you agree to indemnify Camplify for any claims against, or damage or loss suffered by, Camplify as a result of or in connection with any such Accident or Damage.

- **For Premium Memberships, your equipment is covered by the Camplify Promise for unlimited hires and personal use, each year you are subscribed as a Premium Member subject to your compliance with the Owner Terms.**

For instances where your Equipment is deemed to be in your possession, your Damage and Loss liability will be \$1,000.00 per event of Accident or Damage or reduced liability of \$100 per event for standard front windscreens, unless You are driving with a New Zealand restricted licence, a New Zealand learner's licence or another international provisional licence at the time when the Accident or Damage occurs, in which case your Accident or Damage liability will be \$3,000.00.

### Maximum Market Value Under Your Membership

- In the event of a total loss to the Equipment, Camplify agrees to pay you the lesser of the:
  - fair market value of the Equipment; or
  - agreed subscription amount for the Equipment as determined when you became a Member.
- Any Equipment with a Market Value of \$150,000.00 or greater first requires Camplify's acceptance before it can be used on the platform. The maximum we will pay you without our acceptance is the market value or a maximum of \$150,000.00 whichever is the lesser including any and all modifications.

### Maximum Market Value for Damaged Awnings

- Camplify will pay up to the depreciated value of any awning. The depreciated value will be calculated by reducing the replacement value by 20% for every 3 years since new, up to a maximum of 15 years, at which point the awning will be considered to have no value. For awnings that have been replaced after the purchase of the Equipment we will require proof of purchase. Replacement costs will include parts and labour.

## CONDITIONS AND ELIGIBILITY UNDER THE CAMPLIFY PROMISE

### Equipment Eligibility Criteria

- All Equipment that is made available at any time for hire on the Camplify platform must meet the following minimum eligibility criteria (unless Camplify agrees otherwise):
  - a) be **registered with Waka Kotahi New Zealand Transport Agency in New Zealand**, within the appropriate registration category;
  - b) be in a **roadworthy condition at all times**, and be submitted for roadworthiness inspections in accordance with any requirements of Waka Kotahi New Zealand Transport Agency
  - c) **be well maintained, with maintenance properly scheduled** and recorded using the applicable manufacturer's maintenance schedule as a guide;

- d) **not have been altered in a way that materially changes the performance, appearance or purpose of the Equipment**, except with Our written permission or with the appropriate licensed engineering sign off; and
- e) **be a private passenger Equipment with four wheels**; campervan, motorhome, caravan, camper trailer or tow equipment;
- f) **have all necessary certifications** required by the applicable legislation and regulations including (without limitation) a valid certificate of fitness, warrant of fitness, electrical warrant of fitness (EWOFF) and gas safety certificate as amended by applicable legislation and regulations from time to time.

### **(Equipment Eligibility Criteria)**

- If Your Equipment is unregistered, unroadworthy or does not meet the Equipment Eligibility Criteria as set by Camplify at any time when it is made available for hire on the Camplify platform, you will be liable, and agree to indemnify and hold harmless Camplify and any hirers, for any cost, loss, Damage, fines, penalties, claims or liability arising in relation to the use of your Equipment.

### **Premium Membership - Subscription, Payment Terms & Equipment Total Loss:**

**Your Premium Membership must be financially up to date at all times:**

- If you do not pay the full amount of your Membership or any additional amount Camplify may charge in accordance with this agreement, the Owner Terms or as otherwise advised from time to time, we may reduce the period of membership to a period of time that is pro-rated with the amount you have paid.
- Your Premium Membership does not cover any event that happens when any monthly membership instalment has remained unpaid for three months or more. If you pay your membership by the month and you are more than three months behind, we may cancel your membership without notice.

- If your premium is payable by monthly instalments to Camplify, you must pay the balance of your membership for the time remaining to expiry of your membership before Camplify will make any payment under the terms of the Camplify Promise.
- Camplify may choose to deduct any outstanding membership fees from your settlement.

For dual bookings where you have provided both the tow Equipment and the towable Equipment, both pieces of Equipment must have a separate and valid premium membership.

## Driver Age Criteria and Restrictions

- The Camplify Promise excludes hirers and or authorised drivers under 21 years of age and over 85 years of age, as well as driver's with a New Zealand learner's licence, New Zealand restricted licence or with an international provisional driver's licence (such as an Australian P1 or P1 drivers licence) for rental use. Drivers with a New Zealand learner's licence, New Zealand restricted driver's licence or other international provisional licence are included for personal use with an increased excess if under a Premium Membership (which is set out above).
- Equipment with a Market Value greater than \$150,000.00 cannot be hired to or driven by a person under 25 years of age under any circumstances.

## Authorised Drivers for Personal Use

- As the Owner of the Equipment, you are entitled to drive your Equipment at any time without a booking, provided that you ensure that the Equipment is available during the time of any bookings made by hirers.
- Under the Camplify Premium Membership you as the Owner of the Equipment, may nominate Additional Drivers who are permitted to use the Equipment without a booking. To qualify, an Additional Driver must:
  - (a) hold a valid licence to drive (which may be a New Zealand learner driver's licence, a New Zealand restricted driver's licence or an international provisional licence), noting however that a higher Accident or Damage liability will apply in respect of any Accident or Damage,
  - (b) be nominated by you and notified to Camplify in writing prior to using the Equipment;

- (c) abide by the relevant terms and conditions of this agreement and the Owner Terms when using the Equipment
- (d) if towing your Equipment, the Authorised Driver must be determined by you as the Owner to have appropriate experience to tow your Equipment.

### **Equipment Possession:**

- You or an Additional Driver are deemed to be in possession of the Equipment at all times other than when a hirer is in possession of the Equipment. The timing of hirers possession are specified in the Camplify booking dates for each booking.

### **Specific Hiring Requirements**

To be eligible for the Camplify Promise to apply to any Accident or Damage to your Equipment:

- Camplify members must complete a pre-hire checklist and post hire checklist via the Camplify App for each rental within the specified time frame as it relates to the hire type. All Post hire checklists must be completed within 48 hours of the booking completing;
- hire dates must be accurate for each booking in line with the days the equipment is out on hire. The onus is on the owner to advise Camplify if a booking has commenced early or has been extended or to adjust the booking dates in the Camplify platform for each booking. Each booking may be extended at no cost however the applicable AER will apply and must be noted on the Camplify platform to reflect the correct start and end dates. Failure to do so will void coverage;
- for dual bookings where the owner has provided both the tow Equipment and the towable Equipment, Owners must have a pre-hire and post-hire checklist completed on the App for both pieces of Equipment to meet the hiring rules for Damages; and
- no additional Damage can be claimed after the post hire checklist has been completed separate to any matters on report as noted by the repair and or independent assessor in relation to the original damage event being claimed for and has been agreed by the assessor.

### **Undetected Damage**

- Undetected Damage is Accident or Damage which is not identified when the Equipment is returned; or the Camplify Member did not complete the Camplify pre-hire checklist and/or

the posthire checklist upon the Equipment being returned or at the end of the Equipment rental period (up to 48 hours afterwards). The determination of whether there is undetected Damage will be at Camplify's sole determination. The contribution from the Owner towards the undetected Damage is the first \$3,000.00.

## EXCLUSIONS UNDER THE CAMPLIFY PROMISE

### **The Camplify Promise does not extend to:**

- general wear and tear (<https://www.camplify.co.nz/fair-wear-and-tear-guide>); or
- damage to any accessories and modifications that were not supplied by the manufacturer of the Equipment or agreed by Camplify as improvements.

### **The Camplify Promise does not include you or your Equipment if it is being driven or towed by you or any person:**

- who is not licensed to drive your Equipment or is not complying with the conditions of their licence whilst doing so;
- while under the influence of any drug or intoxicating alcohol or whose blood alcohol level exceeded the percentage permitted by law in New Zealand ;
- who refused to submit to any test to determine the level of alcohol or drugs in the blood when reasonably requested by the police; or
- is being used in a dangerous, reckless or illegal manner or for illegal purposes.

Your Accident or Damage incident may not be refused if you can satisfy us that you had no reason to suspect that the driver was not licensed or that their judgment was impaired or affected by alcohol or any drug. If we accept this incident, we may recover all costs from the person who was driving or was in charge of your Equipment.

### **The Camplify Promise does not include your Equipment if it is being used:**

- to move dangerous, hazardous, inflammable goods or substances that pollute or contaminate, in quantities above that used for domestic purposes;

- to carry passengers for hire, fare or reward except under a car sharing/private pooling arrangement;
- for any motor sport or time trial or while being tested in preparation for any motor sport or time trial;
- in connection with the motor trade for experiments, tests, trials or demonstration purposes;
- in an unsafe or un-roadworthy condition;
- to carry a number of passengers or tow a load greater than that for which your Equipment is designed; or
- your damage incident will not be refused if you can satisfy us that the incident was not caused by:
  - the unsafe or un-roadworthy condition of your Equipment; or
  - the carriage of the additional passengers or load in excess of your Equipment's design specifications.

### **The Camplify Promise will not apply to the following types of Accident or damage:**

- loss of use, reduction in value, depreciation, wear and tear, rust or corrosion;
- mechanical, electrical or computer breakdowns, failures or breakages;
- Accident or Damage as a result of the lawful seizure of your Equipment; (however the hirer will be responsible for these costs if the seizure or impounding occurs on hire and results from his or her actions or inaction);
- Damage to any Equipment accessories other than those:
  - supplied by the manufacturer as part of the original Equipment;
  - stated within the definition of Equipment;
  - limit of \$2,000.00 of contents as noted in the Membership Agreement;
- Accident or Damage if your Equipment is not locked when not on hire;
- Accident or Damage if you make your Equipment available for bookings, or drive it yourself, when it is an unsafe or un-roadworthy condition;



- repairs carried out to your Equipment without Camplify's consent other than the cost of emergency repairs unless expressly agreed by Camplify;
- the cost to repair old damage, faulty workmanship or incomplete repairs that were in existence prior to the incident which resulted in a claim for Accident or Damage or liability under the Camplify Promise;
- Damage to tyres by braking or by punctures, cuts or bursts;
- additional Accident or Damage to your Equipment after an accident, theft or breakdown unless you have taken reasonable steps to protect or safeguard it; such as reporting the matter to the police;
- any Accident or Damage incident if untruthful statements are made by you or by a third party in connection with a claim where you knew or should have known them to be untrue;
- any penalties, fines or punitive, exemplary, multiple or aggravated damages;
- the death of or bodily injury to: - you or a family member;
  - any person covered by this policy;
  - any person related to you or related to a person covered by this policy;
  - any person who usually lives with you or with any other person covered by this policy;
  - any person who resides at the address shown on your Insurance Certificate.
- any legal or other costs incurred without our prior agreement;
- any Accident or Damage caused by flood, a named cyclone, earthquake, bushfire or grassfire occurring within 72 hours of the start of this membership, unless the membership commenced:
  - the day you bought the Equipment; or immediately after another policy covering the same Equipment expired (the policy did not expire if it was cancelled) without a break in cover;
- Accident or Damage caused by a high tide or king tide, the actions or movement of the sea including storm surge;
- Accident or Damage or liability for the loss of use of lighting or heating elements, fuses or protective devices;

- Vibrating or rubbing of interior furniture, fixtures, fittings and Contents of the Equipment;
- Accident or Damage or liability caused by a lack of maintenance of the Equipment;
- **Off Road Equipment:** Accident or Damage to suspension or drive-train components or underbody panels or apparatus fixed beneath the Equipment,

if such damage occurs whilst the Equipment is being driven beyond the limits of any sealed carriageway or thoroughfare;

- **Tow equipment:** no off road cover is provided;
- **Hirers Personal Belongings:** The Membership excludes cover for the renters / hirers personal belongings and equipment of any kind including any bikes that you agree to provide a bike rack for;
- Accident or Damage caused by an electrical fault in the wiring of your caravan if the wiring does not comply with the Standards New Zealand standard for electrical installations (also known as the Australian/New Zealand Wiring Rules) in your Equipment and Accident, Damage, or liability to your Equipment caused by manufacturing faults, faulty repairs and workmanship not authorised by Camplify or faulty warranty repair;
- Accident, Damage, or liability arising from atmospheric or climatic conditions, mildew, mould, rot, fungi, insects, moths, termites, vermin, birds, and bats to the Equipment, annexe, awnings and contents;

unrelated Damage not caused by the Accident or Damage you are claiming;

- the cost of repair of old damage, faulty workmanship or incomplete repairs that were in existence prior to the Accident or Damage occurring;
- **Sale of the Equipment:** You are not covered for Accident, Damage, or liability that is caused by or arises from or involves loss of your Equipment, contents or annex, or the proceeds of the sale, as a result of the bankruptcy or insolvency of a person authorized to offer your Equipment contents and annexe for sale;
- **Power surge:** You are not covered for Accident, Damage, or liability that is caused by or arises from or involves power surge or surges;

- you are not covered for Accident, Damage, or liability that is caused by or arises from the failure to secure the awning, annexe or contents when the Equipment is being driven or towed;
- **Escape of water:** You are not covered for Accident, Damage, or liability that is caused by or arises from water escaping from a shower base, shower recess, or an inadequate drainage system;
- **Electrical fault or gas leak:** An electrical fault in the wiring or gas leak in your Equipment where the electrical wiring or gas fittings were installed or previously repaired by an unlicensed or unqualified person;
- **Unattended Equipment:** Under your Camplify Membership You are not covered for Accident or Damage to your Equipment if the Equipment is left unattended, unlocked and with the keys left in the Equipment, but this exclusion will not apply if the Camplify Member did not know and could not reasonably have known.

**The Camplify Promise excludes accidental loss, Accident or Damage or legal liability arising out of:**

- a deliberate, intentional, malicious or criminal act (including theft, conversion or misappropriation) caused by or involving you or any person who is acting with your express or implied consent;
- war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power or by contamination or pollution by chemical, biological or nuclear agents which results from an act of terrorism;
- pandemic or national health emergency, or any law or regulation resulting from a pandemic or national health emergency, as declared by the Government of New Zealand;
- Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste, the combustion of nuclear fuel (including any self-proclaimed process of nuclear fission) or nuclear weapons material.
- any person or organisation who lawfully destroys or takes possession of your Equipment or contents;

- mildew, mould, rot, insects, moths, termites, vermin, birds and bats;
- the presence of asbestos or other airborne contaminants;
- loss or damage to property occasioned by its undergoing any process involving the application of heat;
- wear and tear, gradual deterioration, lack of maintenance or inherent defect;
- **Incorrect Fuel:** You are not covered for Accident, Damage, or liability that is caused by or arises from or involves incorrect fuel usage to your Equipment including damage to your Equipment's engine or fuel system;
- no cover for "Rideshare" use;
- no cover for self-drive rental Equipment except where dual drive and tow Equipment hire has been agreed and the owner and hirer have agreed to these specific hiring terms. In this instance the tow Equipment owner must comply with all New Zealand laws relating to the registration of self-drive equipment;
- **Cash Rentals:** There is no cover under the Camplify Memberships for cash or cheque payments.

## INCIDENTS LODGED UNDER THE CAMPLIFY PROMISE

Incidents that occur on hire (Flexible & Premium Memberships):

If Equipment is subject to Accident or Damage that results from the use or possession of your Equipment by a Hirer then Camplify will:

- (a) determine the quantification of the Accident or Damage, which may be through quotations for the repairs to your Equipment and where appropriate an assessment of the Damage;
- (b) arrange for the completion of Camplify's Collision or Damage Report Form;
- (i) collect: the Accident and Damage and liability from the Hirer; or

- (ii) if Camplify elects not to claim on its insurance policy, an amount equal to the repair costs and any other amounts owing by the Hirer in relation to the Accident or Damage from the Hirer on your behalf; and
- (i) pay the applicable excess to Camplify's Insurer; or
- (ii) if Camplify elects not to claim on its insurance policy, the applicable repair costs and other amounts collected from the Hirer on your behalf, either to you or directly to the repairer on your behalf. Camplify may in its absolute discretion pay you in advance of collecting such amount from the Hirer, in which case such amount will be owed by the Hirer to Camplify instead of to you.

**Incidents that Occur During Personal Use (Premium Memberships only):**

- If Your Equipment is on a Camplify Premium Membership and is subject to Accident or Damage whilst the Equipment is being used by you or any Authorised Driver, you must also:
  - (a) comply with the Camplify owner terms
  - (b) make Your Equipment available for inspection or assessment by Camplify or its representatives;
  - (c) promptly forward to Camplify any communication or documents you receive concerning the Accident, Damage, or theft, including from any other party, the police or any Court;
  - (d) assist Camplify in any negotiation, defence or settlement of the claim, including attending Court;
  - (e) allow proceedings to be brought in your name as the Owner of the Equipment; and
  - (f) pay the applicable excess, or the cost of repairing your Equipment if lower, to Camplify or as directed by Camplify unless:
    - i) Camplify agrees that You or the Additional Driver are not at fault; and you or the Additional Driver are able to identify the other equipment involved in the Accident and provide its registration number, licence details and the owner's name, home or business address and telephone number. (For the sake of clarity, note that different requirements apply under the Member Agreement if you are a hirer of a equipment that is damaged where a third party is at fault).

- If your Equipment is on a Camplify Premium Membership and there is Accident or Damage that is covered by the Camplify Promise while your Equipment is being used by you or any Authorised Driver, Camplify will also:
  - (a) liaise with its insurer if the Accident or Damage is for an amount above Camplify's excess, by providing to its insurer any relevant information and documents requested by Camplify; and
  - (b) assist with the arrangement of repairs to your Equipment (subject to your payment of the applicable Accident and Damage liability amount).

**If a personal use incident is from or in connection with an Authorised Additional Driver's use of Your Equipment whilst on Premium Membership:**

- (a) you are responsible for payment of the Accident and Damage liability (excess); and
- (b) the Accident and Damage liability will be determined according to the Additional Driver's age and licence type, refer to owners terms.

**Repairs and Betterment:**

- If it is necessary to repair your Equipment to a better condition than it was in before the Accident or Damage, then Camplify may ask you to contribute the additional amount to repair it to the better condition. Camplify is entitled to consider replacing damaged parts with new parts or used parts of similar age and condition to those being replaced with advice from our external assessment companies. You will not need to pay any contribution towards the cost of replacement parts if your Equipment and the parts being replaced are less than two years of age or have travelled less than 60,000 km.

Note: all dollar amounts contained in this document are in New Zealand dollars.