# **WOW CarShare Insurance Info**

Last updated: Sep 27, 2023

## Insurance and Deductibles

### *Third Party Liability Insurance*

WOW Tri-Cities has, in place, Third Party Liability Insurance for the Vehicles in accordance with state law and with an insurer or insurers duly authorized to provide insurance in that state. Copies of the terms of the Third Party Liability Insurance coverage are available in the Vehicle's glove compartment. You and your Emergency Drivers qualify as insured under the Third Party Liability Insurance according to its terms and so long as your use of the Vehicle is in strict compliance with the WOW [CarShare Terms & Conditions](https://site.mondofi.com/mobile-app-content/mobile-app-content-car-share-terms-conditions/) and the terms of your permission from us to use the Vehicle. The policy limit of the Third Party Liability Insurance is equal to or greater than the minimum amount required by law in the state or province in which this program is offered, however, we reserve the right to amend the terms of the Third Party Liability Insurance, including the policy limit and applicable deductible amount, from time to time at our sole discretion and without notice to you. For more information regarding Third Party Liability Insurance, please visit the WA State Office of the Insurance Commissioner. Arrangements for Third Party Liability Insurance does not reduce or otherwise affect your responsibility to us or any other person.

The Third Party Liability Insurance is not collision coverage, and does not cover you with respect to any damage to the Vehicle itself and your obligation to us to ensure that the Vehicle is not damaged during your rental (whether or not you are at fault). To cover damage to the Vehicle itself, we maintain Collision and Comprehensive Insurance and, in the event of a claim, will charge you a Damage Fee of up to $1,000 to cover the costs of repair, in accordance with the terms set forth below.

We make no representation or warranty as to the adequacy of the terms or policy limit of the Third Party Liability Insurance. We do not act as your agent in obtaining the Third Party Liability Insurance and we assume no responsibility for the actions of the insurer(s) and their handling of any claim. We encourage you to consult with your own insurance broker of choice should you wish to consider acquiring the protection of additional insurance coverage.

### *Collision and Comprehensive Insurance*

In addition to Third Party Liability Insurance, we provide Collision and Comprehensive Insurance by self-insuring for certain losses arising from Vehicle Damage, including, without limitation, losses relating to the cost of repairing or replacing a Vehicle damaged in a traffic accident or in an act of vandalism. The Collision and Comprehensive Insurance does not cover losses for damage to any other vehicle or property and you will remain liable for any such damage in accordance with the terms of this Agreement and the applicable insurance policy, including the Third Party Liability Insurance. We may also obtain supplementary or alternative collision and comprehensive insurance policies from time to time from other 3rd party insurance providers or insurers duly authorized to provide insurance in the state or province in which this program operates. Copies of the terms of the current Collision and Comprehensive Insurance coverage are available upon request. We reserve the right to amend the terms and conditions of the Collision and Comprehensive Insurance, including the terms of our self-insurance underwriting and any policies provided by other insurers, at our sole discretion and without notice to you. You and your Emergency Drivers qualify as insured under the Collision and Comprehensive Insurance according to its terms and so long as your use of the Vehicle is in compliance with this Agreement and the terms of your permission from us to use the Vehicle.

You will be required to pay a Damage Fee of up to $1,000 for all claims accepted under the Collision and Comprehensive Insurance. The amount of the Damage Fee will be equal to the total cost we incur repairing Vehicle Damage, inclusive of parts and labor, up to a maximum of $1,000. However, if the circumstances in which the Vehicle Damage occurs is in violation of this Agreement, we have sole discretion to charge you a Damage Fee in excess of the $1,000 maximum. For greater clarity, in the event the total cost of such repair work is $600, the Damage Fee will be $600. Moreover, in the event that Vehicle Damage is caused in circumstances that violate this Agreement and the total cost of repair work exceeds $1,000, we are entitled to charge you a Damage Fee that exceeds the $1,000 maximum. You are responsible for the payment of such Damage Fee as set forth under "At fault Accidents, Deductibles and Damage Fees" below.

We make no representation or warranty as to the adequacy of the terms of the Collision and Comprehensive Insurance. We do not act as your agent in obtaining the Collision and Comprehensive Insurance and we assume no responsibility for the actions of the insurer(s) and their handling of any claim. We encourage you to consult with your own insurance broker of choice should you wish to consider acquiring the protection of additional insurance coverage.

### *You are Responsible for Claims not Covered by our Motor Vehicle Insurance*

You are also responsible and must indemnify us for any loss, liability, claims (including claims by other persons), damages, costs or expenses in connection with your use of a Vehicle that is not covered by the motor vehicle insurance for ourWOW CarShare program or exceeds our insurance coverage for our WOW Car Share program.

We recommend that you seek other insurance protection for claims not covered by the insurance for our WOW Car Share program.

### *At Fault Accidents, Deductibles and Damage Fees*

If a court, a responsible government agency or our insurance provider determines that you or one of your Emergency Drivers is fully or partially at fault for an accident in connection with your use of a Vehicle your membership may be suspended or terminated at our discretion.

Further, you must indemnify us for any deductible or Damage Fee we have to pay or otherwise incur in relation to any claim processed using our Third Party Liability Insurance, Collision and Comprehensive Insurance, or other insurance providers in connection with any accident or claim in connection with the use of any Vehicle by you or your Emergency Drivers.

## Limitations on Our Liability

In addition to any other limitation listed elsewhere in this Agreement, we will not be liable to you or any other person, to the maximum extent permitted by law, for:

* any indirect, consequential, incidental, special, aggravated, punitive or exemplary damages directly or indirectly arising from or in any way related to this Agreement, your WOW Car Share membership, the WOW Car Share program or any of its features, services or any other part of it (including Vehicles, reservations, your member account, the WOW Tri-Cities website, the Mondofi Mobile Application/WOW CarShare, and our WOWCall Center by phone at **1-509-295-2036**, including loss of profit or revenue, financial loss, loss of business- opportunities, breach of privacy or security, property damage, personal injury, or any other foreseeable or unforeseeable loss, no matter how it was caused, even if we were negligent or were advised of the possibility of such damages;
* the performance, availability, reliability, operation, quality, or pricing of any part of the WOW CarShare program;
* the condition, safety or fitness for use of our Vehicles;
* any error or omission in the operation or management of any part of the Mondofi Car Share program;
* any lost, stolen, damaged, or expired identifiers, passwords, codes, benefits, discounts, rebates, credits or promotions; or
* the denial, restriction, suspension, disruption or inaccessibility of your WOW Car Share membership or your participation in any part of the WOW Car Share program.

## Related Documents

* [Glossary of Terms](https://site.mondofi.com/mobile-app-content/mobile-app-content-car-share-glossary/)
* [Terms & Conditions](https://site.mondofi.com/mobile-app-content/mobile-app-content-car-share-terms-conditions/)
* [Privacy Policy](https://site.mondofi.com/mobile-app-content/mobile-app-content-privacy/)
* [FAQ](https://site.mondofi.com/mobile-app-content/mobile-app-content-car-share-faq/)
* [Rate Schedule](https://site.mondofi.com/mobile-app-content/mobile-app-content-car-share-rate-schedule-parque-langley/)
* [Pre-Trip Info](https://site.mondofi.com/mobile-app-content/mobile-app-content-car-share-pre-trip-info/)
* [Post-Trip Info](https://site.mondofi.com/mobile-app-content/mobile-app-content-car-share-post-trip-info/)
* [Insurance Info](https://site.mondofi.com/mobile-app-content/mobile-app-content-car-share-insurance-info/)
* [User Guide](https://site.mondofi.com/mobile-app-content/car-share-user-guide/)