

Camplify Fleet Policy

Summary

Hire Fleet Insurance: Summary June, 30, 2021

Camplify Co (Australia) Ltd holds a fleet insurance policy with Insuret Pty Ltd.

Insuret is an underwriting agency offering insurance policies issued by the Hollard Insurance Company (Hollard)

Insuret authorised representative no: 316981

Hollard AFSL: 241436

This insurance provides a full comprehensive motor fleet insurance program, with a PDS wording specifically designed for businesses that commercially rent vehicles. Our insurance program extends to protect the respective rights and interests of our owner members and other interested parties subject to the terms and conditions as outlined in our membership agreement.

Policy No: FLE030735

Insured Party: Camplify Co (Australia) Ltd

Type of cover: renewable policy based on premium review annually, 12 months from policy anniversary date

Policy Inception: 4pm (AEST) - 30.06.2021

Limits of Cover:

Section 1: Market Value

Section 2: \$40,000,000

Camplify's' Fleet policy

Inclusion Summary

When you rent your Owners Equipment out through Camplify it's covered under our comprehensive fleet insurance policy whenever it's with a hirer. If you are a Premium Member it also covers your Owners Equipment for your personal use.

Your RVs coverage under our fleet insurance policy includes coverage for:

1. damage
2. theft
3. third party loss
4. hail, flood and fire

If your RV is damaged or lost while covered by a valid Camplify membership subscription, Camplify may manage the incident in house, investigate to determine who is responsible, manage the claim with the insurer including doing an external assessment and advise you to organise the repairs.

Like other comprehensive insurance policies, our insurance doesn't cover general wear and tear <https://www.camplify.com.au/fair-wear-and-tear-guide>

It does not cover damage to any accessories and modifications that were not supplied by the manufacturer or agreed by Camplify as improvements. Coverage extends to the reasonable cost of repairing damage, which may include the use of second-hand or non-OEM parts.

Please note that the Camplify Fleet policy covers everything that is not in the exclusion document.

General Exclusions to the Camplify membership

General Exclusions that apply to your Camplify membership:

Your Camplify membership does not cover you or your Vehicle if it is being driven or towed by you or any person:

- Who is not licensed to drive your Vehicle 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 the State or Territory where the accident occurred;
- Who refused to submit to any test to determine the level of alcohol or drugs in the blood when reasonably requested by the police.
- Is being used in a dangerous, reckless or illegal manner or for illegal purposes

Your damage incident or claim will 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 pay for a damage incident or our insurer pays a claim, we can recover all claim costs from the person who was driving or was in charge of your Vehicle.

Driver Age Restrictions

- Camplify membership excludes renter and or authorised drivers under 21 years of age and over 85 years of age
- Vehicles with a Market Value greater than \$100,000 cannot be rented to or driven by a person under 25 years of age.

The membership excludes Learners licence drivers, Provisional one P1 drivers, and provisional two P2 drivers.

Maximum Market Value under your membership

- Any Vehicle with a Market Value of \$150,000 or greater first requires our insurers acceptance of the risk. The maximum we will pay you without our insurer's acceptance is the market value or a maximum of \$150,000 whichever is the lesser including any/all modifications.
- Any Vehicle with a Market Value of \$150,000 or greater first requires our insurers acceptance of the risk. If the risk is accepted, the standard excess or accident excess amount that applies to a vehicle with a Market Value exceeding \$150,000 is \$5000 or all/any loss or damage.

This membership does not cover your Vehicle 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 Vehicle is designed.
- Your damage incident or claim will not be refused if you can satisfy us that the incident was not caused by:
 - The unsafe or un-roadworthy condition of your Vehicle; or

- The carriage of the additional passengers or load in excess of your Vehicle's design specifications.

What your membership does not pay for:

- loss of use, reduction in value, depreciation, wear and tear, rust or corrosion;
- mechanical, electrical or computer breakdowns, failures or breakages;
- Loss or damage as a result of the lawful seizure of your Vehicle; (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 vehicle accessories other than those:
 - Supplied by the manufacturer as part of the original vehicle;
 - Stated within the definition of vehicle (Owners Equipment)
 - Limit of \$2000 of contents as noted in the membership agreement
- Damage and loss if your vehicle is not locked when not on hire;
- Damage and Loss if you make your vehicle available for bookings, or drive it yourself, when it is in an unsafe or un-roadworthy condition
- repairs carried out to your Vehicle without our consent other than the cost of emergency repairs as covered under Camplify's policy;
- 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 loss or damage or liability under Camplify's policy;
- damage to tyres by braking or by punctures, cuts or bursts;
- additional loss or damage to your Vehicle 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 damage incident or claim to 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 damage caused by flood, a named cyclone, bushfire or grassfire occurring within 72 hours of the start of this membership, unless the membership commenced:
 - the day you bought the Vehicle; or – immediately after another policy covering the same Vehicle expired (the policy did not expire if it was cancelled) without a break in cover;
- Loss or damage caused by a high tide or king tide, the actions or movement of the sea including storm surge .
- Loss 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 vehicle.
- Loss or damage or liability caused by a lack of maintenance
- Off Road Vehicles: Loss or Accidental damage to suspension or drive-train components or underbody panels or apparatus fixed beneath the Vehicle,

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

- Towable vehicles: no off road cover is provided
- Renters 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.
- Loss, damage or liability caused by an electrical fault in the wiring of your Caravan if the wiring does not comply with the Standards Association Code for Electrical Installation in Your Vehicle and Loss, damage, liability to Your Vehicle caused by manufacturing faults, faulty repairs and workmanship not authorised by Us or faulty warranty repair
- Loss, damage, destruction or liability arising from atmospheric or climatic conditions, mildew, mold, rot, fungi, insects, moths, termites, vermin, birds, and bats to the Vehicle, annexe, awnings and contents.
- Unrelated damage not caused by the Loss or Accident you are claiming
- The cost of repair of old damage, faulty workmanship or incomplete repairs that were in existence prior to the Accident;
- Sale of the Vehicle -You are not covered for loss, damage, or legal liability that is caused by or arises from or involves Loss of Your Vehicle, contents or annexe, or the proceeds of the sale, as a result of the bankruptcy or insolvency of a person authorized to offer Your Vehicle contents and annexe for sale.
- Power surge - You are not covered for loss, damage, or legal liability that is caused by or arises from or involves power surge or surges
- You are not covered for loss, damage, or legal liability that is caused by or arises from the failure to secure the awning, annexe or contents when the Vehicle is being driven or towed.
- Escape of water - You are not covered for loss, damage, or legal 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 Vehicle where the electrical wiring or gas fittings were installed or previously repaired by an unlicensed or unqualified person.
- Unattended Vehicle. Under your Camplify membership You are not covered for Loss, damage to Your Vehicle if the Vehicle is left unattended, unlocked and with the keys left in the Vehicle, but this exclusion will not apply if the Camplify Member did not know and could not reasonably have known.

Camplifys membership will not pay any claim for accidental loss, 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 the jurisdiction in which the Vehicle is located or where the hire occurs;
- 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 Vehicle 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 loss, damage, or legal liability that is caused by or arises from or involves incorrect fuel usage to your Vehicle including damage to your vehicle's engine or fuel system.
- No cover for Rideshare use.
- No cover for self-drive rental vehicles except where dual drive and tow vehicle hire has been agreed and the owner and hirer have agreed to these specific hiring terms. In this instance the Tow vehicle owner must comply with all state laws to self drive registration.
- Cash Rentals. There is no cover under this membership for cash or cheque payments.

Betterment

- If it is necessary to repair your Vehicle to a better condition than it was in before the Loss or damage, then Camplify may ask You to contribute the additional amount to repair it to the better condition. We are 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 Vehicle and the parts being replaced are less than two years of age or have travelled less than 60,000 km

Vehicle eligibility criteria

- A Vehicle that is made available at any time for hire on the Camplify platform must (unless We agree otherwise):
 - a) be **registered in the state or territory** in which it is made available for hiring, 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 a regulator in Your state or territory;
- 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 Vehicle, except with Our written permission or with the appropriate licensed engineering sign off.
- e) be a private passenger vehicle with four wheels; CamperVan, Motor Home, Caravan, Camper Trailer .

Specific Hiring requirements

- No loss or damage is covered if a pre-hire checklist and post hire checklist is not completed via the Camplify App for each rental within the specified time frame as relates to the hire type. For clarity all Post hire checklists must be completed via the Camplify app with the hirer and within 48 hours of the booking completing.
- No additional damage can be claimed after the post hire 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.
- There is no cover for damage or loss when a booking has commenced or has been extended without the owner of the Equipment advising Camplify or adjusting the booking dates in the Camplify platform for each booking. The booking can be extended for nil cost but must be noted in the Camplify platform and reflect the correct start and end dates
- For dual bookings where the owner has provided both the Tow vehicle and the towable vehicle, both vehicles must have a separate and valid premium membership
- For dual bookings where the owner has provided both the Tow vehicle and the towable vehicle, both vehicles must have a pre hire and post hire completed on the App for both vehicles to meet the hiring rules for

damages. For clarity, both pre hire or post hires must be completed on the camplify App on both the tow vehicle and towable vehicle for both vehicles damages to be covered.

- Undetected Damage" Undetected damage is Loss damage liability which is not identified when the Vehicle is returned; or the Camplify member did not complete the Camplify pre-hire checklist and/or the post-hire checklist upon the Vehicle return or at the end of the Vehicle period of rental up to 48 hours afterwards. The determination of Undetected Damage is at our sole determination. The contribution from the owner towards the damage is the first \$3000.00.

Specific payment terms for premium subscription:

- If you do not pay the full amount of your membership or any additional amount we 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.

Premium subscription – Vehicle Total Loss:

- Your premium membership must be financially up to date at all times. If Your premium is payable by monthly instalments to Us, You must pay the balance of your membership for the time remaining to expiry of Your membership before We will pay Your total loss payment.
- We may choose to deduct any outstanding membership fees from your settlement.
- Your 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.

Claims for damage and loss:

- You or an Additional Driver are deemed to be in possession of the Vehicle for all times other than when a hirer is in possession of the Vehicle. The timings of hirers possession are specified in the Camplify booking dates for each booking.
- If Your Vehicle is a Full Time-Covered Vehicle (Camplify premium membership) and there is Damage and Loss while Your Vehicle is deemed to be in the possession of You or any Additional Driver, You must:
 - a) provide Us with all information and correctly complete any necessary forms, including an incident report form, and provide any police statements or reports to Us within 48 hours after the Accident or theft;
 - b) promptly forward to Us any communication or documents You or the Additional Driver receive concerning the Accident or theft, including from any other party, the police or any Court; and
 - c) pay the applicable excess, or the cost of repairing Your Vehicle if lower, to Us or as directed by Us unless:
 - i) We agree that You or the Additional Driver are not at fault; and
 - ii) You or the Additional Driver are able to identify the other vehicle 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 Vehicle that is damaged where a third party is at fault).
- If Your Vehicle is covered for personal use Vehicle and there is Damage and Loss while Your Vehicle is deemed to be in Your possession, Your excess will be \$1000, unless You are driving with a restricted licence or a learner's or provisional licence at the time when the Damage or Loss occurs, in which case Your Damage and Loss Liability will be \$3,000.
- If You are the Owner of a hirer-Only-Covered Vehicle (Camplify flexible membership), You will be fully responsible for, and You and Your Additional

Drivers have no cover under Our Insurance Policy for, Damage and Loss that occurs whilst the Vehicle is in Your possession (as opposed to being in the possession of a hirer). We are not liable to You, any Additional Driver or any third party under the Agreement in relation to any such Damage and Loss, and You agree to indemnify Us for any claims against, or damage or loss suffered by, Us as a result of or in connection with any such Damage and Loss.

- A If there is Damage and Loss that results from the use or possession of Your Vehicle by a hirer then We will:
 - (a) Determine the quantification of the Damage and Loss, which may be through quotations for the repairs to Your Vehicle and where appropriate an assessment of the damage;
 - (b) arrange for the completion of Our Collision or Damage Report Form;
 - (c) Collect:
 - (i) the Damage and Loss Liability from the hirer; or
 - (ii) if We elect not to claim on Our Insurance Policy, an amount equal to the repair costs and any other amounts owing by the hirer in relation to the Damage and Loss from the hirer on your behalf; and
 - (d) Pay
 - (i) the applicable excess to Our Insurer; or
 - (ii) if We elect not to claim on Our 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. We may in Our 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 Us instead of to You.

- If Your Vehicle is a Full Time-Covered Vehicle (Camplify premium membership) and there is Damage and Loss whilst Your Vehicle is being used by You or any Authorised Driver, You must also:
 - (a) comply with the Damage Policy;
 - (b) make Your Vehicle available for inspection or assessment;
 - (c) promptly forward to us any communication or documents you receive concerning the Accident or theft, including from any other party, the police or any Court;
 - (d) assist Us in any negotiation, defence or settlement of the claim, including attending Court; and
 - (e) allow proceedings to be brought in your name as the Owner of the Vehicle.
- If Your Vehicle is a Full Time-Covered Vehicle (Camplify premium membership) and there is covered Damage and Loss while Your Vehicle is being used by You or any Authorised Driver, We will also:
 - (a) liaise with Our Insurer if the damage is above Camplify's excess, by providing to Our Insurer any relevant information and documents requested by us; and
 - (b) assist with the arrangement of repairs to Your Vehicle (subject to Your payment of the applicable Damage and Loss Liability amount)

Liability for penalties, loss or damage resulting from failure to register your vehicle or ensure its roadworthiness:

- If Your Vehicle is unregistered, unroadworthy or does not meet the Vehicle 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 Us and any hirers, for any cost, loss, damage, fines, penalties, claims or liability arising in relation to the use of Your Vehicle.

Membership liability for on hire and full time covered vehicles:

- Undetected damage and loss liability will be \$3000 per event of damage. Undetected damage is Loss or damage liability which is not identified when the Vehicle is returned; or the Camplify member did not complete the Camplify pre-hire checklist and/or the post-hire checklist upon the Vehicle return or at the end of the Vehicle period of rental up to 48 hours afterwards. The determination of Undetected Damage is at our sole determination. The contribution from the owner towards the damage is the first \$3000.00
- If Your Vehicle is a Full Time-Covered Vehicle (Camplify premium membership) and there is Damage and Loss while Your Vehicle is deemed to be in Your possession, Your Damage and Loss Liability will be \$1000 per event of damage, unless You are driving with a restricted licence or a learner's or provisional licence at the time when the Damage or Loss occurs, in which case Your Damage and Loss Liability will be \$3,000.

Authorised drivers

- As the Owner of Your Vehicle, You are entitled to drive Your Vehicle at any time without a Booking, provided that You ensure that the Vehicle is available during Bookings made by hirers.
- Any Member may drive Your Vehicle as permitted previously regarding being of the right age group & being appropriately licenced to drive.
- Any member may Tow your vehicle if you have as the owner determined that they have the appropriate experience to tow your vehicle.
- If Your Vehicle is a Full Time-Covered Vehicle (Camplify premium membership) then as the Owner of Your Vehicle, You may nominate Additional Drivers who are permitted to drive the Vehicle without a Booking. To qualify, an Additional Driver must:
 - (a) hold a valid licence to drive (which may be an learner's or provisional licence, noting however that a higher Damage and Loss Liability will apply in respect of any Damage or Loss,
 - (b) be nominated by You prior to driving the Vehicle;

(c) abide by the relevant terms and conditions of this Agreement when driving the Vehicle

If Damage or Loss arises from or in connection with an Additional Driver's use of Your Vehicle:

- (a) You are responsible for payment of the Damage and Loss Liability; and
- (b) the Damage and Loss Liability will be determined according to the Additional Driver's age and licence type, refer to [this document](#).