

Management of Liability, Money, Logistics, and User Experience by Turo, Inc.

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Abstract

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Keywords: Turo, car sharing, peer-to-peer, liability, insurance, money, user experience, user interface

1. Introduction and Background

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13 • Bullet point one

14 • Bullet point two

15 1. Numbered list item one

16 2. Numbered list item two

17 1.1. Subsection One

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Treatments	Response 1	Response 2
Treatment 1	0.0003262	0.562
Treatment 2	0.0015681	0.910
Treatment 3	0.0009271	0.296

Table 1: Table caption

29 *1.2. Subsection Two*

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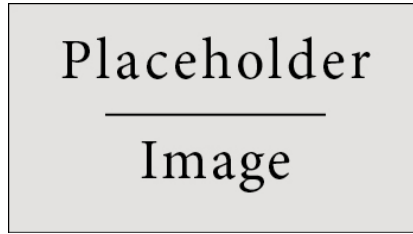


Figure 1: Figure caption

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$$e = mc^2 \tag{1}$$

2. Liability Exposure and Insurance Coverage

2.1. Owner's Insurance

Turo offers three protection plans for owners who make their cars available for rent: basic, standard, and premium. The owner's choice of protection plan determines the share of the rental fee that the owner receives. Owners are also permitted to simply carry their own insurance on their vehicle.

Insurance coverage in the United States is provided by a group plan administered by Liberty Mutual.

60 Turo openly admits that their protection plans come with an inherent
61 level of uncertainty. Turo senior claims manager Chris Aragon states that,
62 “If theres an engine failure, and its something thats caused by a mechanical
63 failure and not something that the renter could have caused by using the
64 vehicle, thats something that is not covered by us. Thats something thats
65 just a mechanical breakdown that youd be expected to pay for.”¹ This is
66 consistent with standard insurance practices in the United States. Insurance
67 carriers do not typically provide coverage for mechanical failures in vehicles
68 as these cases are often covered by warranties. In the event that a component
69 of the vehicle fails due to driver abuse, Turo states that it will determine the
70 cause and act accordingly.

71 *2.1.1. Basic Protection*

72 The basic protection plan offers \$1,000,000 USD in liability insurance,
73 covers physical damage to the vehicle up to a \$125,000 USD, and has a
74 \$3,000 USD deductible. Private auto insurance deductibles in the United
75 States typically range between \$100 and \$1000 USD, though they can be as
76 high as \$2500 in some cases. Under this plan, Turo will pay 20% up to the
77 first \$3,750 of a damage claim and then covers 100% beyond that limit, up
78 to a cap of \$125,000. At this level, owners receive 85% of the trip fee.

79 *2.1.2. Standard Protection*

80 The standard protection plan offers \$1,000,000 USD in liability insur-
81 ance, covers physical damage to the vehicle up to \$125,000, and has a \$0

¹ Kristen Lee. Jalopnik, 22 February 2017. <https://jalopnik.com/how-insurance-works-when-you-rent-out-your-car-on-turo-1792401490>

82 deductible. Owners also receive reimbursement for a replacement vehicle
83 during the period of time that their personal vehicle is being repaired. At
84 this level, owners receive 75% of the trip fee.

85 *2.1.3. Premium Protection*

86 The premium protection plan offers \$1,000,000 USD in liability insurance,
87 covers physical damage to the vehicle up to \$125,000, and has a \$0 deductible.
88 Owners also receive reimbursement for a replacement vehicle during the pe-
89 riod of time that their personal vehicle is being repaired, includes coverage
90 for wear and tear on the exterior of the vehicle, and also includes coverage
91 for the loss of rental income.² At this level, owners receive 65% of the trip
92 fee.

93 *2.1.4. Owner-provided Protection*

94 Vehicle owners also have the option of opting-out of any coverage provided
95 that they carry commercial insurance on their own. Such an insurance policy
96 is typically only carried by businesses. At this level, owners receive 90% of
97 the trip fee and have no protection whatsoever provided to them by Turo or

²Turo determines “lost rental income” by taking the mean daily rental earnings of the owner for the past 60 days and multiplying that dollar amount by the number of days that the owner’s vehicle spent being repaired within a “reasonable range.” Turo’s “reasonable range” is determined like so: Turo assumes that a mechanic should reasonably be able to put in four hours of labor per day to repair the vehicle. Turo takes the number of labor hours on the mechanic’s estimate and divides it by four. This “number of days” is then multiplied by the 60-day mean rental earnings. In the event that the owner cannot pick up otherwise obtain the vehicle within the calculated number of days, Turo will not pay for further days of lost rental income.

98 Liberty Mutual.

99 2.2. *Renter's Insurance*

100 Renters are presented with a trio of insurance coverage options.

101 Physical damage protection includes both comprehensive (property dam-
102 age or loss to a vehicle, including theft, fire, impacts with wildlife, vandalism,
103 and acts of nature) and collision (protection in the event that two or more
104 vehicles impact each other or in the event that a single vehicle suffers and
105 impact with an object) coverage.

106 Personal injury protection varies widely by state, but typically provides
107 coverage for medical expenses, lost income, funeral expenses, and the like for
108 for the driver and passenger in the vehicle with no regard given to who is at
109 fault.

110 Uninsured/underinsured motorist coverage pays the renter of the renter's
111 passengers for bodily injury they may suffer in the event that they experience
112 a collision caused by a driver without insurance, a hit-and-run driver, a driver
113 who has exhausted the benefits available to them under their own insurance
114 plan, or a driver whose insurance carrier is found to be insolvent and therefore
115 incapable of paying a claim.

116 2.2.1. *Premium Rental Insurance*

117 The premium rental insurance option provides \$1,000,000 USD in bodily
118 injury and property damage coverage to renters. Personal injury protection
119 coverage (also known as no-fault or first party benefits) are capped at the
120 statutory minimum required in the state where the vehicle is registered. In
121 some cases, this amount may be \$0 USD. Uninsured/underinsured motorist

122 coverage is also capped at the statutory minimum required in the state where
123 the vehicle is registered. In some cases, this may be \$0 USD. The renter's
124 out-of-pocket exposure is limited to a deductible payment of \$500, which is
125 collected when the owner reports damage. In the event that the total costs
126 are less than \$500, then the renter will be refunded the difference.

127 *2.2.2. Basic Rental Insurance*

128 The basic rental insurance option provides \$1,000,000 USD in bodily in-
129 jury and property damage coverage to renters. Personal injury protection
130 coverage (also known as no-fault or first party benefits) are capped at the
131 statutory minimum required in the state where the vehicle is registered. In
132 some cases, this amount may be \$0 USD. Uninsured/underinsured motorist
133 coverage is also capped at the statutory minimum required in the state where
134 the vehicle is registered. In some cases, this may be \$0 USD. The renter's
135 out-of-pocket exposure is limited to a deductible payment of \$3000 USD.
136 In the event that the total costs are less than \$500, then the renter will be
137 refunded the difference.

138 *2.2.3. Declining Rental Insurance Coverage*

139 Renters are also allowed to decline a protection plan. In this case, the
140 renter's exposure is effectively unlimited and is only bounded by the actual
141 cash value of the vehicle plus all related costs, as determined by the process
142 described in §2.3. In the event that a rented vehicle is lost, stolen, or deemed
143 a total loss,³ then the renter is liable for paying the entire actual cash value

³For Turo's purpose, a "total loss" is defined by anticipated repair costs in excess of 75% of the vehicle's actual cash value.

144 of the vehicle, plus all related costs and minus any residual salvage value.⁴

145 2.2.4. *Other Sources of Renter's Insurance*

146 Some renters may be able to obtain, or already have as a part of their
147 personal auto insurance policy, coverage that extends to vehicles rented by
148 the primary policy holder.

149 Some renters may be also be able to obtain, or already have as a part of
150 their existing credit card account, coverage that extends to vehicles rented
151 by the cardholder using that credit card as the payment method.

152 Such coverage varies widely between insurance carriers and credit providers
153 and may, in some cases, be deficient. Turo states that it is “highly unlikely
154 that [the renter] would be covered by any credit card insurance when [they]
155 book cars through the Turo marketplace.”⁵

156 2.2.5. *Subrogation*

157 Insurance offered by Turo is secondary to any existing coverage that the
158 renter may have through other sources (*i.e.*, that available through a credit
159 card provider, personal auto policy, or other insurance policy). Practically
160 speaking, the secondary nature of Turo's rental insurance offerings means
161 that the renter is primarily liable, but can satisfy their obligations through
162 other sources. In the event of a claim, Turo will first attempt to collect

⁴Salvage value is the expected sale value of an asset at the end of its useful life. Insurance companies may employ a number of methods to determine the salvage value of a vehicle, but it is often classified as the sum value of the remaining usable parts in a vehicle.

⁵<https://support.turo.com/hc/en-us/articles/203990610-I-d-like-a-detailed-explanation-of-insurance-and-protection-provisions>

deductibles directly from the renter and then then seek reimbursement from other sources of coverage that the rent may have. (In US insurance practice, this process is known as subrogation. ⁶)

2.2.6. *Exception to Renter's Elected Protection Plans*

In the event that the renter is found to have violated Turo's terms of service, engaged in prohibited uses of the rented vehicle, or is otherwise found to have recklessly used the rented vehicle, the deductible limits mentioned in §2.2.1 and §2.2.2 do not apply and the renter will be liable for physical damage up the full actual cash value of the vehicle including Turo's related costs.

2.3. *Claims Process*

A renter is supposed to report any incidents involving a rented vehicle to the relevant authorities. Urgent matters should be referred to the local police and either to Turo or to the owner of the vehicle within 24 hours of the incident.

In the event that a host does not learn about an incident that occurred with their vehicle during a trip until after the vehicle has been returned, the owner has 24 hours to report the incident to Turo in order to remain eligible for Turo's coverage.

If a vehicle's owner has elected to decline Turo's coverage, then they are responsible for making a claim directly to their own insurance company.

⁶Subrogation is the legal doctrine through which one party is entitled to enforce the legal rights or protections of another party for its own benefit.

184 If the owner of a vehicle has elected either the premium or the standard
185 Turo protection plans, then they are eligible to receive \$30 USD per day for
186 up to 10 days (\$300 USD cap) to rent a replacement vehicle. They may also
187 elect to receive a travel credit from Turo that may be used to rent a vehicle on
188 the Turo marketplace. Additionally, users may submit receipts from public
189 transport, taxis, and ride services like Uber or Lyft for reimbursement.

190 Owners and renters have the option to resolve claims directly with each
191 other. However, if an owner elects to file a claim through Turo, they have un-
192 til 24 hours after the end of a trip to visit <https://turo.com/resolutions>
193 to file an eligible claim. Turo states that one of their claims specialists will
194 make contact with the owner of the vehicle within 24 of a claim being submit-
195 ted. Turo will then provide instructions to the parties about how to obtain
196 an appraisal.

197 Turo uses a third-party administrator called the Littleton Group to de-
198 termine a vehicle's actual cash value. Littleton, in turn, uses AutoClaims
199 Direct, a nation-wide network of independent auto appraisers. In the event
200 of a claim, AutoClaims Direct will dispatch an appraiser to perform a visual
201 inspection of the vehicle and to obtain photographic documentation of the ve-
202 hicle's condition. The appraiser will also collect information on the general
203 condition of the vehicle, the odometer reading, and any other information
204 that may help accurately determine the value of the vehicle.

205 Software is employed to sweep across the market to obtain information
206 on comparable vehicles to the one subject to a claim. The software will then
207 determine the value of the vehicle based on how it compares in condition
208 and mileage to comparable vehicles on the market at that time. It may also

209 include a factor that accounts for depreciation.

210 In some cases, Turo may direct users making a claim to download an app
211 and upload photos of the damage.

212 If a claim made to Turo is determined to be eligible, Turo notifies the
213 renter and charges their payment method(s) for an initial claim processing
214 cost of up to \$575.

215 The owner is then presented with their options for resolution. They may
216 elect to not pursue, the owner and the renter can elect to resolve the issue
217 directly with each other, the owner may resolve the claim directly with the
218 insurance carrier of the renter (or a third party in the event that the driver
219 is found no to be at fault), or the claim may be processed through Turo’s
220 claims administrator.

221 Depending on the resolution option elected by the parties, the owner’s car
222 may be repaired and the renter may be responsible for settling their financial
223 obligations, including payment of their deductible.

224 **3. Data and Metrics**

225 *3.1. Data Collection*

226 At this time, Turo relies entirely on renters and owners to provide data
227 to the company about the vehicles available on the marketplace.

228 *3.2. Mileage*

229 Mileage tracking is performed by the owner by submitting photos before
230 and after a trip. All cars on the Turo marketplace have daily, weekly, and
231 monthly mileage limits that are set by the owner.

232 3.3. Location Tracking

233 Turo does not support vehicle location tracking.

234 3.4. Fuel

235 Fuel tracking is performed by the owner by submitting photos of the fuel
236 gauge before and after a trip. Renters are required to replace the fuel that
237 they use.

238 3.5. Turo Go

239 Turo is presently signing users up for a beta program called Turo Go that
240 will collect data and also allow renters to unlock a car using their smartphone,
241 thereby sidestepping the issue of needing to liaise in person with the owner
242 of the vehicle. ^{7 8 9 10}

243 4. Logistics

244 4.1. Picking Up a Vehicle

245 4.2. Delivery Option

246 4.3. Returning a Vehicle

247 How is the meeting with the owner (at what time are the contact data
248 transmitted, what does the owner say at the meeting? How fast is this

⁷<https://explore.turo.com/turo-go-announce/>

⁸https://www.motorauthority.com/news/1117212_truly-keyless-entry-turo-go-unlocks-registered-cars-with-a-smartphone

⁹<https://www.cnet.com/roadshow/news/turo-go-will-allow-instant-car-rentals/>

¹⁰<https://www.autorentalnews.com/304179/turo-users-to-unlock-cars-via-app>

249 information exchanged? - what are the recommendations) How to set where
250 you need to leave (return) the vehicle. Is it possible to drop the car off
251 in another location? Is the renter responsible for filling the car up before
252 returning it? Is the renter billed for the fuel cost? How does Turo establish
253 how much fuel is needed?

254 **5. Money Management**

255 At what point in time is the money is debited from the renter? (imme-
256 diately or after the return of the machine) Is there a security deposit taken
257 at the time of reservation? How quickly is the deposit returned? Or do they
258 reserve the right to charge your card at any time? What if the card Tx fails?

259 **6. User Experience**

260 If the Tenant did not like the car? If payment occurred before, how does
261 the money refund happen?

262 *6.1. Security Deposits*

263 In some cases, Turo may require renters to pay a security deposit before
264 they will be permitted to drive a vehicle. Deposits are collected in full before
265 a trip begins. Instantly booked trips see the deposit added at checkout while
266 trips requiring owner approval will see deposits charged when the owner
267 approves the trip. If the deposit cannot be collected, booking of the trip will
268 fail.

269 Deposits are returned to renters 80 hours after the car has been returned
270 to the owner in the same condition that it was found in.

271 *6.2. User Responsibilities and Obligations*

272 *6.2.1. Wear and Tear*

273 *Owners.* “Normal wear and tear” is the result of the normal operation of a
274 vehicle and therefore should be an expected part of the experience of sharing
275 or renting a car on Turo. Owners are not, under any circumstances, protected
276 against normal wear and tear of the interior of their vehicle(s). Owners who
277 have elected the premium protection plan (§2.1.3) receive protection against
278 normal exterior wear and tear. ¹¹

279 *Renters.* Renters are not responsible for wear and tear that are the result of
280 normal use of a vehicle.

281 Renters are fully responsible for damage that is the result of misuse or
282 prohibited use of a vehicle, “significant damage” to the interior of a vehi-
283 cle, and mechanical damage due to negligence, intentional acts, or improper
284 driving on the part of the renter. ¹²

285 *6.2.2. Mechanical Failure*

286 *Renters.* If the vehicle that a renter is using is covered by one of Turo’s own
287 protection plans, then renters can be connected with a dispatcher, available

¹¹Defined by Turo as “any dings, dents, cracks, or scratches to the exterior body of the vehicle that is 3 inches in diameter or less. This includes, but is not limited to, rims, wheels, hubcaps, any painted or textured area for the body of the vehicle, and moldings.” See <https://support.turo.com/hc/en-us/articles/217043898>.

¹²Owners who decline any of Turo’s in-house protection plans and instead opt to provide their own commercial insurance (see §2.2.3) are not covered by Turo against any of the aforementioned items.

288 24/7 who has the ability to send a service provider to the vehicle’s loca-
289 tion. Roadside assistance is only available in the United States, Canada, and
290 Germany.

291 Turo states that renters should be aware that they may be liable for
292 “fees associated with the actual services provided (towing, locksmith, battery
293 jump, etc.) during the event.” ¹³

294 In the event that the renter is using a vehicle that was listed on Turo by
295 an owner who has brought their own commercial insurance, ¹⁴ then roadside
296 assistance will be provided by that vehicle’s owner and/or their insurance
297 carrier. In these cases, renters are instructed to direct their questions about
298 or requests for roadside assistance to the owner of the vehicle.

299 *Owners.* Owners are required to ensure that their vehicle complies with laws
300 and regulations pertaining to vehicle safety, condition, and operation, includ-
301 ing any local seasonal rules or regulations.

302 Turo recommends that owners obtain an annual mechanical and safety
303 inspection from an ASE-certified ¹⁵ mechanic. From time to time, Turo may
304 ask owners to obtain an inspection. In this event, owners will download an
305 inspection form provided by Turo, schedule the ASE inspection, and return
306 the completed form.

307 Failure by an owner to maintain their car in an acceptable or road-worthy

¹³“Do you offer national roadside assistance?” Turo Support. Retrieved
from [https://support.turo.com/hc/en-us/articles/203990910-Do-you-offer-
national-roadside-assistance-](https://support.turo.com/hc/en-us/articles/203990910-Do-you-offer-national-roadside-assistance-)

¹⁴See §2.2.3

¹⁵Automotive Service Excellence.

308 condition may result in that vehicle being removed from the Turo market-
309 place.

310 In the event that the owner’s vehicle breaks down while it is being rented
311 and such a breakdown is found to be a result of a violation of Turo’s main-
312 tenance policy, Turo will charge the host \$100 USD. In the event that the
313 renter makes contact with the 24/7 Turo support line and requests roadside
314 assistance or a tow, Turo will also assess a \$200 USD administrative fee to
315 the owner.

316 *6.3. Traffic Violations and Tickets*

317 If the renter violates the traffic rules, who is fined or ticketed and how?
318 (where fines come, how to pay it first and how then compensation takes
319 place)

320 *Renters.* Renters are responsible for paying all tickets for violations that they
321 commit during their trip, with the exception of moving violations and photo
322 tickets. ¹⁶ Renters are also responsible for parking tickets, towing fees, and
323 fines that may be levied for up to 24 hours after the end of a trip, provided

¹⁶In the event that a vehicle is ticketed for speeding, running a red light, or other moving violations, including those captured by cameras, and the owner of the vehicle receives said ticket via mail, then Turo agrees that it will provide the information required by the ticketing body or to the owner such that the owner may contest the ticket and transfer liability for the moving violation to the renter.

Renters are not supposed to pay moving violations or photo tickets immediately because the liability for such violations (including “points” assigned in many US states) may be assigned to the owner of the vehicle for a traffic offense that they did not actually commit.

324 that such tickets, fines, and/or fees are a result of improper parking on the
325 behalf of the renter.

326 The renter is responsible for informing the owner in the event that they
327 receive a ticket during their trip and ought to immediately pay it.

328 *Owners.* In the event that an owner notifies Turo that a ticket was received
329 during the renter’s trip or within the 24 hour period thereafter, Turo will
330 charge the renter’s payment method(s) for the total cost of the ticket plus
331 administration fees levied by Turo. Owners must submit their requests for
332 reimbursement within 90 days after the trip in question ended, provide doc-
333 umentation of the ticket, and receipts for payment of the ticket.

334 *6.3.1. Canceling a Reservation*

335 *Renters.* Turo’s cancellation policy ¹⁷ states that renters may cancel their
336 trips through the Turo website or mobile apps. Cancellations take place
337 immediately.

338 If a renter cancels a trip within one hour of making the reservation, they
339 are refunded 100% of the trip price and 100% of the Turo trip fee. Cancellations
340 made more than seven days before a trip is scheduled to begin result in
341 100% of the trip price being refunded, but Turo keeps the trip fee. Renters
342 receive a refund for 90% of the trip price and 0% of the trip fee if cancellations
343 are made between 1 and 7 days of the trip’s scheduled start. Cancellations
344 made with less than 24 hours remaining until the scheduled start of the trip
345 are not eligible for any refunds.

¹⁷“Cancellation Policy.” Turo. Retrieved from <https://turo.com/policies/cancellation>

346 Protection fees are refunded in full if the renter cancels the trip before
347 the trip is scheduled to start, as are young driver fees.

348 *Owners.* In the event that the owner of the vehicle needs to cancel a trip,
349 then they must contact the renter in writing using the Turo website or mobile
350 apps. Cancellations by owners are effective immediately and result in a 100%
351 refund being issued to the renter.

352 Hosts will be charged a \$50 USD fee if they cancel a trip with fewer than
353 24 hours remaining until the trip's scheduled start. Cancellations made by
354 owners outside of the 24 hour window result in a \$25 USD fee being charged
355 to the owner. Turo states that additional penalties, including having a car
356 delisted, may result if an owner repeatedly cancels trips.

357 *Flight Delays and Flight Cancellations.* In the event that a flight that the
358 renter was scheduled to take is delayed or canceled, Turo requires the renter to
359 make contact with the owner to request a modification to the trip's itinerary
360 to reflect a new start time. Owners are expected to make a good faith effort
361 to accommodate new start times for trips.

362 In the event that the owner cannot or does not accommodate a new start
363 time for the trip as the result of a flight delay or cancellation, Turo will issue
364 a 100% refund to renters. Renters must provide evidence that their flight
365 suffered an issue.

366 Renters must make contact with owners at 1 hour before the trip start
367 time to be eligible for a refund. They must also notify Turo within 24 hours
368 after the scheduled start time of trip in order to be eligible for a refund.

369 *6.3.2. Cleaning Cars*

370 Owners are expected to provide clean cars to renters. Renters are in-
371 structed to contact Turo Support if they take possession of a car that is
372 dirty. Similarly, renters are expected to return vehicles in the same or better
373 condition as when they found them. Owners are also instructed to contact
374 Turo Support if their vehicle is returned them in unclean condition.

375 *Cleaning Claims.* Turo requires owners to send before and after pictures
376 within 24 hours of a trip's end if their car was returned to them in unclean
377 condition. The check-in and check-out features of the mobile apps are rec-
378 ommended for prompt filing and handling of cleaning claims. After Turo has
379 reviewed the information, Turo may receive a reimbursement based on the
380 severity of the claim.

381 *Cleaning Fines and Fees.*

- 382 • Not Eligible Small amounts of refuse, crumbs, dirt, or sand, small marks
383 that can be easily cleaned.
- 384 • Light Cleaning: \$30 Significantly dirtier exterior than when car was
385 rented out; significantly dirtier floor mats; large amounts of crumbs,
386 dirt, sand, or food.
- 387 • Medium Cleaning: \$50 Light stains or residue on hard surfaces.
- 388 • Heavy Cleaning: \$100 Major stains or residue on fabric or other hard-
389 to-clean surfaces.

- 390 • Severe Cleaning: \$150 Any of the previously mentioned situations at
391 such a level that cleanup requires steam cleaning or detailing of the
392 vehicle.
- 393 • Pet Hair: \$150 Applicable to events in which a pet enters a vehicle
394 without prior consent of the owner, events in which the owner consents
395 to the presence of a pet but the vehicle is returned with significant
396 amounts of pet hair. Turo includes service animals in this policy.
- 397 • Smoking: \$50 or \$150 \$50 charged for smoke smell removal and \$150 for
398 smoke smell removal and removal or cleaning of cigarette butts, ash, etc.
399 In the event that burn marks are found in a returned vehicle, owners
400 are instructed to submit a damage claim, not request reimbursement
401 for cleaning.
- 402 • Maximum: \$250 Reserved for a combination of issues like the combi-
403 nation of smoke remnants and severe cleaning level soiling.

404 **7. User Interface**

405 We need all screenshots of the renters private office (after the trip is com-
406 pleted). I need screenshot of every page inside the app (Mobile and desktop)
407 If it works: personal car owner's office - what he sees there, screenshots of
408 the pages. Is there a single app for all users or do owners and renters each
409 have dedicated apps?

410 *7.1. Renters*

411 *7.2. Owners*