

## Damage Policy

The purpose of this policy is to provide a clear and simple framework for action in the unlikely event of damage to a Bay Islands Car Share vehicle. This policy is a guideline only and is not binding on Bay Islands Car Share Pty Ltd. In the event of a conflict between this policy and the Member Agreement the Member Agreement will prevail.

**Note:** This Damage Policy only applies to damage that is covered under the Member Agreement. It is important that you read the Member Agreement and understand the circumstances where Our Insurance Policy does not provide cover for damage to a vehicle. In this document, capitalized terms have the meaning given in the Member Agreement.

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## Definition of terms

Bay Islands Car Share Pty Ltd (**We, Us, Our**);  
and  
The Member (**You, Your**).

## What does this policy cover?

This policy explains who is responsible for damage to vehicles used by Bay Islands Car Share members, and how repairs are organized and paid for. Where this policy refers to 'damage', it does not include wear and tear. See the Schedule for examples of wear and tear.

## Checking for damage:

At the start and end of each Booking Period, Borrowers must:

1. Inspect the car for damage and check it against the current damage log located in the glove box.
2. Take and keep photos of the vehicle. The photos must:
  - a) Capture a clear image of all sections of the car's exterior including the bonnet, front, back, passenger side, roof and driver's side.
  - b) Be taken even if the Booking begins or ends outside of daylight hours, in which case the Borrower should use a flash or other available lighting in order to capture the clearest possible images of the car.
  - c) Be kept for 30 days after the Booking end date.
  - d) Be emailed to Us within three days of our request, original, unedited and in the highest resolution available.
3. Report any damage that is not recorded on the damage log before driving the vehicle, by:
  - a) Phoning Us on 0403 378 917
  - b) Emailing a description and photo(s) of the damage to [info@bayislandscarshare.com.au](mailto:info@bayislandscarshare.com.au)

## Reporting damage that occurs during a booking

If a vehicle is damaged when a Borrower is in possession of the vehicle, then the Borrower must inform Us as soon as possible and provide a description and photographs of the damage. To partially offset the time spent by Us in organizing the repair of damage caused by, or attributed to, a Borrower, the Borrower will be charged an inconvenience fee as set out in the Bay Islands Car Share Fees and Penalties Policy. If a Borrower fails to report damage, he or she may be charged an additional inconvenience fee and may have his or her membership cancelled. These fees will count towards the Borrower's Damage Cover Liability ("DCL") amount, so that the Borrower's total liability will not exceed his or her DCL.

## **Who is responsible for damage?**

Members are responsible for any damage that occurs while they are in possession of a vehicle, except in some cases of mechanical and tyre damage, as set out below. The Borrower is considered to be in possession of a vehicle from the time they unlock the Lockbox at the commencement of a booking until they lock the car, return the key to the Lockbox and end their booking. This period may not match exactly the time for which they have made a booking for the vehicle (for example, if the Borrower picks the car up late or returns it early). Bay Islands Car Share is considered to have possession of the vehicle at all other times. Disputes about when certain damage occurred If it is unclear when certain damage occurred, then the last Member who drove the vehicle will be responsible for the damage, unless:

- a) They show that the damage happened before they picked up the vehicle, through photographing and reporting the damage to Us at the start of their booking (and before they drove the vehicle); or
- b) They show that the damage happened after they left the vehicle by providing, within three days of Our request, clear, unedited photos, at the highest possible resolution and taken at the end of their Booking Period.

If damage is reported, We will review damage reports and request photos from Borrowers who have booked the car during up to 30 days before the report. If the last Borrower shows, with photographs, that the damage had not occurred by the end of his or her Booking Period, then the cost of repairing the damage will be Our responsibility. In the case of a dispute, Bay Islands Car Share will mediate. Bay Islands Car Share not take responsibility for any unattributed damage.

## **Responsibility for damage to mechanical components**

Where mechanical damage is proven to have been caused by misuse of the car by a particular, identified Borrower (e.g. Dash Cam footage or from continuing to drive with warning lights illuminated), then that Borrower will be responsible for the full cost of the repairs. In all other cases, mechanical faults, wear and tear and breakdown are the responsibility of Bay Islands Car Share.

## **Responsibility for Tyre Damage**

Any punctures or other damage to a tyre caused by driving over foreign objects will be the responsibility of the Member who was in possession of the car at the time. That Member will need to cover the cost of repairing or replacing the tyre. Any punctures or damage to the tyre that are caused by wear and tear (see below) will be the responsibility of Bay Islands Car Share, even if they occur during a Borrower's booking. We will be responsible for covering the cost of repairing or replacing the tyre in these cases. Regardless of the cause of the flat or puncture, a Member who drives with a flat tyre will be responsible for any resulting damage to the wheel or vehicle.

## **Organising repairs**

We will organise all repairs to be carried out by our chosen repairer.

## **Insurance**

When you book a car, you're covered by our comprehensive insurance policy. If you are responsible for damage, and you haven't breached an important term of the member agreement (e.g. by driving off road), then the most you would need to pay is your Damage Cover Liability amount (DCL). Please refer to the Fees and Penalties Policy for damage cover liability amounts.

## **Insurance claims and Damage Cover Liability (DCL) payments**

If the cost of repairs is likely to exceed \$1,000, then We may request a member to:

- a) Submit a Collision or Damage Report Form; and
- b) Provide any other information or assistance required for us to make a claim under our Insurance Policy.

Bay Islands Car Share will charge the Member the estimated cost of the repairs, up to his or her Damage Cover Liability amount.

## **Dispute Resolution**

If any dispute arises between Members or between a Member and Bay Islands Car Share in relation to damage to a vehicle, then the Complaints and Member Dispute Resolution Policy will apply. The Complaints and Member Dispute Resolution Policy is available on our website.

**Schedule: Wear and Tear**

<b>Car Part</b>	<b>Examples of wear and tear</b>
Windshield/Windows	<ul style="list-style-type: none"> <li>• 1 or 2 minor chips, bullseyes or stars (not in direct field of vision)</li> <li>• Aging of rubber around windshield/windows</li> </ul>
Rims/Tyres	<ul style="list-style-type: none"> <li>• Minor scuffing</li> <li>• Tyre aging</li> </ul>
Interior: Trim, Upholstery, Carpets, Controls	<ul style="list-style-type: none"> <li>• Normal Soiling to seats and carpets (caused by normal use)</li> <li>• Normal odours</li> <li>• Minor scuffing and wear to surfaces</li> </ul>
Paint/Body	<ul style="list-style-type: none"> <li>• Minor scratching – scratches less than 25mm in length and shallow, no more than 2 per panel, and hairline scratches</li> <li>• Minor touch-ups or minor flaking of paint</li> <li>• Dents - less than 20mm diameter, no paint surface penetration and no more than 2 per panel</li> <li>• Minor stone chipping on hood, lower doors, wheel guards</li> <li>• Rust or corrosion</li> </ul>
Moulding/Grille/Bumpers/Mudflaps. Wheels/rims and hubcaps	<ul style="list-style-type: none"> <li>• Minor parking damage - scuffing, light scratches</li> <li>• Minor stone chipping - for example see photos here -<a href="http://bit.ly/CND-stone-chip-photos">http://bit.ly/CND-stone-chip-photos</a></li> </ul>
Underbody	<ul style="list-style-type: none"> <li>• Minor dents and deformations</li> <li>• Detachment of all or part of the Engine Splash Shield.</li> </ul>
Mechanical or electrical	<ul style="list-style-type: none"> <li>• Wear to engine, brakes, clutch or suspension, or component or assembly failure (e.g. engine or transmission failure)</li> <li>• Damage or malfunction of radio/stereo system, air conditioning, electric windows or other electrical components</li> <li>• Borrowers will not be responsible for mechanical damage where the part is past its minimum useful life as per the manufacturer's guidelines.</li> </ul>