🇫🇷 Lien vers traduction en français.

# “Risk Taker”, “Peace of Mind” - Protection Policies

This document contains BOTH the “Risk Taker Policy” and the “Peace of Mind Policy”.

**Waka Campa Ltd Protection Policy**

This insurance covers Accidental Damage to the Vehicle caused by an Accident, and your liability for negligence causing Accidental damage to third party property during the Rental Period (up to a maximum of NZ$10,000,000).

**Subject to the following terms, conditions and definitions**

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## RISK TAKER Policy

In the event of a valid claim, you will need to pay an insurance excess amount of up to NZ$4,500 (including GST) in respect of each claim. You will be advised of the excess amount which will apply at the time of booking. **This is payable regardless of fault**. If it is then deemed that you are not at fault in an accident this amount will be refunded to you.

**What the RISK TAKER policy DOES NOT cover**

The insurance will be void and the Guest will be liable and responsible for the full costs (including costs of any Damage) if:

1. The Guest breaches any of the Terms, and that breach is the cause of or contributes to the relevant Damage; or
2. The Damage is caused by willful misconduct (e.g. sitting or standing on the bonnet or roof of the Vehicle), or driving under the influence of alcohol or drugs, or negligence or where the Guest is determined by local authorities to have been careless, negligent or willful in failing to abide by the local road rules.

In addition to the above, the policy does not cover:

1. Any loss or damage to any personal belongings or property of the Guest (or any person or entity related to the Guest);

2. Retrieving or recovering a Vehicle which may include, but is not limited to, a Vehicle that has become bogged, submerged, caught, trapped, stuck or restricted in any way and/or has been abandoned, in each case in circumstances within the control of the Guest;
3. Replacing keys which have been lost or stolen, or retrieving keys which have been locked in the Vehicle;
4. Any overhead or underbody damage to the Vehicle however caused;
5. Any Damage caused to the Vehicle due to the use of snow chains; and
6. Any Damage associated with the incorrect use of fuel (fuel being diesel or petrol), or water or other contamination of fuel.
7. Damage to tyres by application of brakes or by punctures, cuts or bursts or bursting unless the vehicle suffers other loss or damage in an accident or the damage is deliberate and is caused by a person not insured by this policy
8. Any accommodation or replacement vehicle costs that the guest incurs as a result of an accident or mechanical breakdown.
9. Any compensation for loss of time or travel delay
10. Any loss resulting from driving on the following roads within New Zealand: Skippers Road (Queenstown), Ninety Mile Beach (Northland), Ball Hut Road (Mt. Cook), Wanaka - Mt Aspiring Rd beyond exit to Treble Cone and North of Colville Township Waikawau Townships (Coromandel Peninsula). You (the Guest) is responsible for all damage if travelling on these roads
11. Any water related damage which includes, but is not limited to, any vehicle submersion, creek or river crossing, driving through low plain flooded areas, beach driving.
12. Damage caused by drivers not identified on the booking and/or drivers that have a licence that has been cancelled or suspended and/or drivers who have a licence that is classified as a learner or probationary licence;

In addition to the above, the policy does not cover and the Guest will NOT be liable and responsible for:

Breakdown being any inability to operate, breakage, breakdown or failure of any component or accessory, the engine, transmission, mechanical, electrical, alarm or electronic systems or any loss that their failure causes to the rest of these systems *unless* the breakdown is caused by collision or impact damage, earthquake, fire, flood, lightning, a malicious act, overturning of the vehicle, theft or illegal conversion or volcanic eruption.

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## PEACE OF MIND

In the event of a valid claim you won’t need to pay any insurance excess amount (NZ$0).

**What the PEACE OF MIND policy DOES NOT cover**

The insurance will be void and the Guest will be liable and responsible for the full costs (including costs of any Damage) if:

1. The Guest breaches any of the Terms, and that breach is the cause of or contributes to the relevant Damage; or
2. The Damage is caused by willful misconduct (e.g. sitting or standing on the bonnet or roof of the Vehicle), or driving under the influence of alcohol or drugs, or negligence or where the Guest is determined by local authorities to have been careless, negligent or willful in failing to abide by the local road rules.

In addition to the above, the insurance does not cover and the Guest will be liable and responsible in full for:

1. Any loss or damage to any personal belongings or property of the Guest (or any person or entity related to the Guest);
2. Retrieving or recovering a Vehicle which may include, but is not limited to, a Vehicle that has become bogged, submerged, caught, trapped, stuck or restricted in any way and/or has been abandoned, in each case in circumstances within the control of the Guest;
3. Replacing keys which have been lost or stolen, or retrieving keys which have been locked in the Vehicle;
4. Any overhead or underbody damage to the Vehicle however caused;
5. Any Damage caused to the Vehicle due to the use of snow chains; and
6. Any Damage associated with the incorrect use of fuel (fuel being diesel or petrol), or water or other contamination of fuel.
7. Any compensation for loss of time or travel delay
8. Any loss resulting from driving on the following roads within New Zealand: Skippers Road (Queenstown), Ninety Mile Beach (Northland), Ball Hut Road (Mt. Cook), Wanaka - Mt Aspiring Rd beyond exit to Treble Cone and North of Colville Township Waikawau Townships (Coromandel Peninsula). You (the Guest) is responsible for all damage if travelling on these roads
9. Any water related damage which includes, but is not limited to, any vehicle submersion, creek or river crossing, driving through low plain flooded areas, beach driving.
10. Damage caused by drivers not identified on the booking and/or drivers that have a licence that has been cancelled or suspended and/or drivers who have a licence that is classified as a learner or probationary licence;

The Peace of Mind Policy **DOES** cover:

1. In the event of a flat or punctured tyre, the Peace of Mind policy will cover the cost incurred by Roadside Assistance service providers needing to either change the damaged tyre with the vehicle's spare tyre or indeed replacing the damaged tyre with a new tyre.
2. In the event of a flat starter battery, the Peace of Mind policy will cover the cost incurred by Roadside Assistance service providers needing to either jump-start or replace the starter battery.
3. In the event of damage to the windscreen during the rental, the Peace of Mind policy will cover the cost of the repairs.
4. In the event of a mechanical breakdown, the Peace of Mind policy will cover the cost of providing alternative accommodation up to the value of the daily rate you have paid for the motorhome. Waka Campa Ltd will provide you with the closest available suitable accommodation. While you may choose to not accept the accommodation offered by Waka Campa Ltd, Waka Campa Ltd is not obliged to pay or reimburse you for accommodation you have sourced or identified yourself.

Additional benefits to the Peace of Mind policy are:

1. Accessories provided at no extra charge Camping table & chairs, Solar shower, Heater
2. Unlimited toll pass (Waka Campa has its fleet of vehicle registered with NZTA's electronic toll collection system which uses cameras and sensors to automatically capture images of the vehicle's registration plates)

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**Important Information**

New Zealand legislation provides limited coverage for personal injury. This policy does not provide any liability for personal injuries sustained during the Rental, nor for any loss or damage to any personal belongings or property of the Guest (or any person or entity related to the Guest). We also have no liability for any costs or losses sustained by a Guest as a result of any disruption or changes to travel plans required or arising out of your rental of a Vehicle (including because of any breakdown of a Vehicle). Waka Campa Ltd strongly recommend that you take out personal travel insurance to cover any injury, loss and disruption to travel plans.

**Correctness of Statement and Fraud**

All statements made by you or on your behalf on any of these forms or otherwise in support of this policy or any claim must be complete and correct in all respects. If any claim under this policy is supported by any incorrect information or statement all benefits will be forfeited.

**Governing Law**

This policy is governed by New Zealand law and the New Zealand courts have exclusive jurisdiction over any legal proceedings about it.

1. Accidental is defined as a sudden and unforeseen event causing physical loss or damage that is not intended or expected by you.

2. Vehicle is defined as: the vehicle as described on your rental agreement and includes fixtures, fittings, furniture, furnishings, awnings and equipment supplied and fitted by the manufacturer or purchased and fitted following manufacture, that are permanently contained on or within the vehicle you have hired

| **Product Type** | **Risk Taker** | **Peace of Mind** |
|---|---|---|
| **Price Per Day** | $0 | $45 |
| **Security Bond / Excess** | $4,500 | $0 |