



CAR NEXT DOOR OWNER GUARANTEE

1. Definitions

The following capitalised terms have the following meanings. Capitalised terms used in these terms and conditions (“**Terms**”) and not defined here are defined in the Car Next Door Member Agreement.

“**Covered Loss**” means and is limited to Loss and Damage to Your Vehicle for which a Responsible Borrower is liable under the terms of the Member Agreement, but limited to the Quantified Value and excluding any Excluded Losses.

“**Excluded Loss**” has the meaning set out in [Limitations and Exclusions](#) below.

“**Limit**” means \$50,000 AUD for Your Vehicle, or the market value of your Vehicle immediately prior to the time of the Damage and Loss as determined in accordance with the Member Agreement, whichever is the lower.

“**Member Agreement**” means Car Next Door’s terms of use for the Service including the Member Agreement, Owner Agreement and the Policies and the Fee Schedule, as amended from time to time.

“**Mobility Mutual**” means Mobility Mutual Limited (ACN 653 040 647)

“**Quantified Value**” means the amount that the Responsible Borrower is liable to pay you for Damage and Loss to Your Vehicle, calculated in accordance with section [4] of Member Agreement (“Loss and Damage to Your Vehicle”) and the Damage Policy.

“**Responsible Borrower**” means a Borrower of Your Vehicle who is liable for Damage and Loss under the Member Agreement.

2. About the Car Next Door Owner Guarantee

- 2.1. These Terms apply when you List Your Vehicle or otherwise use the Service as an Owner. They form part of the Member Agreement.



- 2.2. By listing Your Vehicle with the Service, you agree to comply with and be bound by these Terms. Except as permitted by law, these Terms do not affect your statutory rights.
- 2.3. Car Next Door provides Owners with this guarantee (“**Owners Guarantee**”) solely for the purpose of promoting use of the Service by building loyalty among our Members and confidence for Owners in listing Vehicles for use by other Members through the Service.
- 2.4. These Terms do not constitute insurance or an insurance contract, are not intended to constitute an offer to insure, and do not take the place of insurance.
- 2.5. If you have any questions about these Owner Guarantee Terms, please email members@carnextdoor.com.au.

3. The Car Next Door Owner Guarantee

- 3.1. Car Next Door agrees to pay you, as an Owner, to repair or replace Your Vehicle if it is lost, damaged or destroyed as a result of a Covered Loss, subject to the limitations, exclusions and conditions in these Terms.
- 3.2. If you do not comply fully with all of the requirements and conditions in these Terms, you may not be eligible for any payments for Covered Losses. You should carefully review and understand the limitations and exclusions in these Terms, and make your own arrangements to protect your Vehicle (including any personal property) against any losses or liability not covered by the Owner Guarantee.
- 3.3. You agree to check your Vehicle regularly as required by the Damage Policy, and to report loss or damage via the Car Next Door Help Centre as soon as possible after you become aware of it and at latest within 42 days after the end of the Booking Period during which the loss or damage occurred.
- 3.4. You agree to use your best efforts to communicate with the Responsible Borrower and attempt to make a recovery for the loss or damage directly with the Responsible Borrower and any other liable parties and we agree that you have exhausted all reasonable avenues for making a recovery for the Damage and Loss from the Responsible Borrower, the Responsible Borrower’s insurer or, where the Responsible Borrower holds TripCover, Mobility Mutual.
- 3.5. You acknowledge and agree that any amount of Covered Losses payable to you under the Car Next Door Owner Guarantee will be reduced by any amounts you receive for the same Covered Losses from a source other than the Car Next Door Owner Guarantee, including without limitation:



- 3.5.1. amounts received under an insurance policy or discretionary cover arrangement, guarantee or indemnity;
 - 3.5.2. any recovery made against a person who is at fault or partly or wholly legally liable for the Damage and Loss to Your Vehicle; and
 - 3.5.3. payment directly by the Responsible Borrower, Mobility Mutual, or other party or an insurer or guarantor of such party;
- and you agree to repay to us any amounts that we may already have paid you, to the extent that you receive any of these types of payments from someone other than Car Next Door.

4. Limitations and Exclusions

You will not be entitled to any payment under the Owner Guarantee for any of the following (“**Excluded Losses**”):

- 4.1. Loss or damage that, in our reasonable opinion, the Borrower is not responsible for under the terms of the Member Agreement or that cannot be attributed to the Borrower, including without limitation;
 - 4.1.1. Wear and Tear;
 - 4.1.2. deterioration resulting from existing damage, rust or corrosion;
 - 4.1.3. mechanical, electrical or computer breakdowns, failures or breakages;
 - 4.1.4. repairs carried out without our consent;
 - 4.1.5. the cost of repair of old damage, faulty workmanship or incomplete repairs that were in existence prior to the Accident;
 - 4.1.6. loss or damage to any non-standard modifications or accessories that were not supplied by the manufacturer; or
 - 4.1.7. loss or damage if you make Your Vehicle available for Bookings when it is in an unsafe or un-roadworthy condition.
- 4.2. loss of use, loss of profit or loss of income in excess of any ‘unable to use compensation’ for which the Responsible Borrower is liable to you under the Member Agreement;
- 4.3. loss, cost, expense, damage, or deterioration arising from your action or inaction that, in our reasonable opinion, increases the costs of repairs or results in other additional costs;
- 4.4. any losses, damages, cost or expense of whatsoever nature, directly or indirectly, caused by, relating to or resulting from:
 - 4.4.1. allowing access to Your Vehicle or its keys in any way other than through the Car Next Door Service and in accordance with the Member Agreement;



- 4.4.2. giving permission to the Borrower to use Your Vehicle without a Booking or outside of a Booking Period;
- 4.4.3. any dishonest act or omission committed by you or any persons or entities retained by you to do anything in connection with Your Vehicle, unless such persons or entities are a Responsible Borrower and such act is done without your knowledge;
- 4.5. any losses, damages, cost or expense of whatsoever nature, directly or indirectly, caused by or resulting from any of the following, regardless of any other cause or event that contributes to them:
 - 4.5.1. any hostile act or act of war, terrorism, insurrection or rebellion;
 - 4.5.2. seizure or confiscation by order of any governmental or public authority;
- 4.6. loss or damage in excess of the Limit; or
- 4.7. losses arising from indirect or remote causes.

5. Conditions to the Car Next Door Owner Guarantee

- 5.1. In order to be eligible to obtain payment under these Terms, you must fully comply with each of the following conditions.

It is your responsibility to demonstrate that you have complied with these conditions. If you do not fully comply, or are unable to demonstrate that you have complied, then you will not be entitled to any Covered Losses.
- 5.2. Your eligibility for the Owner Guarantee is conditional upon:
 - 5.2.1. payment by the due date of your monthly Sharing Plan Fee, with no Sharing Plan Fees or other amounts being overdue at the time when the Damage and Loss occurred; and
 - 5.2.2. Your Vehicle meeting the eligibility criteria set out in the Member Agreement at the time when the Damage and Loss occurred.
- 5.3. Your Vehicle must be regularly inspected in accordance with the Member Agreement to determine whether there is any Damage and Loss to it which is reasonably caused during a Booking.
- 5.4. If you identify any Damage and Loss that has not been reported by a Responsible Borrower, you must notify Car Next Door as well as the Responsible Borrower about your complaint and attempt to resolve the issue and pursue your claim and legal rights to be indemnified by the Responsible Borrower within 42 days of the end of the Booking Period end date. You may fulfill this obligation by submitting a claim via the Car Next Door Help Centre.
- 5.5. You must, on our request, provide photographs of any damage, allow us or others who we nominate to inspect Your Vehicle, and deliver it for inspection to any place, at such times and for such durations, that we reasonably



specify. However, our right to make inspections, or making of inspections, and any analysis, advice, or inspection report will not constitute an undertaking by us to determine or warrant that the damaged Vehicle is roadworthy or safe to drive. We will have no liability to you or any other person because of any inspection or failure to inspect Your Vehicle.

- 5.6. You must provide us with all information we reasonably request in order to determine the Quantified Value, and cooperate with us, including signing any documents, and responding in a timely manner to any reasonable requests for additional information or documentation that we or our nominees may require or request.
- 5.7. You must protect Your Vehicle from further loss or damage.
- 5.8. If Your Vehicle is damaged or lost due to a theft or other violation of law, you must make a police report about the incident and provide Car Next Door with a certified copy of the report.
- 5.9. You must provide Car Next Door with certified proof of ownership of, or legal responsibility for, Your Vehicle.
- 5.10. If Your Vehicle is subject to a loan, mortgage or other security interest, you must notify your lender/mortgagee in writing of any loss and provide us with a copy of the notice. If the lender/mortgagee notifies you that they are entitled to proceeds for the loss, you must provide us with a copy of their request and details so that we can communicate directly with the lender. If the loss is determined to be a Covered Loss, we will pay the loss benefit(s) to the lender up to the value of the security interest but not more than the Limit (subject to the exclusions, limitations and conditions of these Terms). To the extent of applicable law, we will not pay you unless and until your monetary obligation to the lender/mortgagee has been satisfied.
- 5.11. If we request you to do so, you must deliver a signed and sworn proof of loss to us within 7 days of our request, including:
 - 5.11.1. Evidence and proof of the damage or loss in the form of receipts, photographs, videos, documents and other verifiable forms of proof.
 - 5.11.2. The ownership or other interest of you and all other parties in Your Vehicle.
 - 5.11.3. All liens, encumbrances, mortgages, guarantees and all other contracts of insurance, whether valid or not, covering Your Vehicle.
 - 5.11.4. Any service reports or condition reports for Your Vehicle.
 - 5.11.5. Any changes in the title, possession, or eligibility for listing on the Service of Your Vehicle since the date it was enrolled in the Service.
 - 5.11.6. The date when you contacted the Responsible Borrower to request payment for the loss you are claiming, and the date on which the Responsible Borrower declined or failed to pay for the loss.



- 5.12. If Your Vehicle is damaged beyond economical repair or stolen and not recovered, and we make a payment to you under this Owner Guarantee, then you agree that Your Vehicle becomes ours and agree that we are entitled to receive the proceeds from its salvage value.
- 5.13. You must not have misrepresented any facts or committed fraud or any other dishonest or deceptive act in connection with the use by the Responsible Borrower of Your Vehicle or the preparation or submission of any past or present report of damage or loss under the Member Agreement or these Terms. If you make any misrepresentation, or act fraudulently, dishonestly or deceptively at any time, we will not make any payments under the Terms, recover any payments that we may have made to you under these Terms, and the Owner Guarantee as they relate to you and Your Vehicle will end.
- 5.14. If you make a claim under this Owner Guarantee:
 - 5.14.1. you permit us to review, and will provide copies to us upon request of, all communications between you and the Responsible Borrower; and
 - 5.14.2. you acknowledge that we or our nominees may independently investigate (or have independently investigated) the facts and circumstances relating to your request for payment.
- 5.15. You must comply at all times with your obligations under the Member Agreement. You acknowledge and agree that we may, at our sole discretion, deny payment under the in full or in part if you are in breach of those obligations.

6. Determination of the Amount of the Covered Loss

- 6.1. The amount of Covered Losses will be calculated on the basis set out in the Member Agreement and Damage Policy.
- 6.2. For each of Your Vehicles, the loss amount will be the lesser of (i) the market value as determined under the Member Agreement; or (ii) the cost to repair the Vehicle.
- 6.3. Any amount of any Covered Losses payable under the Owner Guarantee will be reduced by the amount already paid to you or for your benefit by a Responsible Borrower, Mobility Mutual or other source (such as an insurer or other at-fault/responsible party) for all or part of the same Covered Loss.

7. Payments

- 7.1. If you have made a request for payment under the Owner Guarantee and such a payment request is approved in whole or in part for a Covered Loss (any such approved payment request, an **“Approved Payment Request”**),



you will be paid the amount of the Covered Loss as calculated by Car Next Door.

- 7.2. For an Approved Payment Request that involves Covered Losses for a Vehicle that is owned by a party other than you, we reserve the right, in our sole discretion, to pay all or a portion of the amount covered in such Approved Payment Request either to you or directly to the owner of such Covered Property. If a Owner Guarantee payment for all or a portion of such amount is made directly to the owner of the Vehicle, then you agree that such payment will be treated for purpose of the Approved Payment Request as being paid to you directly, and that you will be solely responsible for collecting from the owner of the the Vehicle any portion of such payment to which you believe you are legally entitled. For clarity, your indemnification obligations set forth below under the paragraph entitled "Indemnification" will apply to claims arising from any payments made pursuant to the Owner Guarantee, including without limitation any payments made directly to the owner of Your Vehicle.

8. Acknowledgments and Agreements by the Owner

You acknowledge and agree that:

- 8.1. The Owner Guarantee is a guarantee of the obligations of a Responsible Borrower to you under the Member Agreement and any benefit provided by Car Next Door is subject to these Terms.
- 8.2. You cannot assign or transfer any of the benefits of the Owner Guarantee, but Car Next door may decide to compensate the Vehicle Owner for the Covered Losses, if do not own the Vehicle. In such cases, no payment will be made to you.
- 8.3. Car Next Door reserves the right, at any time, to offset or deduct from the amounts payable or paid by Car Next Door to you under these Terms, any amounts that is entitled to by way of an existing debt, or which is entitled to subsequently collect, from any other person or entity who is obligated to compensate you for losses or damages.
- 8.4. Car Next Door has the right to exercise your legal rights and seek to be subrogated to your rights and recover against any person or entity whatsoever who is actually or allegedly responsible for causing the losses or damages which are the subject of the Covered Losses, even if that person or entity is a family member, spouse or relative of you or another Member and Car Next Door can assign its right to do so, to any person in its absolute discretion if it has paid the Covered Losses. Further, you agree that, with



respect to any payments made under the Owner Guarantee by, or on behalf of, Car Next Door, you will assist in and cooperate fully with Car Next Door regarding any reasonable efforts at subrogation and recovery including assignment of your legal rights where this is required to assist Car Next Door to make a recovery against a third party.

9. Modification or Termination of Car Next Door Owner Guarantee Terms

- 9.1. To the extent permissible by law, we reserve the right to modify or terminate these Terms, at any time, in our sole discretion. If we do so, you may also Delist your car and cancel your Car Next Door membership with immediate effect. We will notify you by email at least 14 days before such termination. We will continue to process any Owner Guarantee payment requests that you filed prior to the effective date of termination, but you will not be entitled to file any new Owner Guarantee payment requests on and from the date of our notification.
- 9.2. If Car Next Door modifies these Terms, we will post the modification on the Car Next Door Website at <https://www.carnextdoor.com.com/owner-guarantee>.
- 9.3. In addition to and without limiting these rights, we may modify or terminate these Terms, at any time, in our sole discretion, if: (i) these Terms are construed to be an offer to insure or constitute insurance or an insurance contract or insurance service agreement by any governmental or regulatory authority in any jurisdiction; (ii) we are required to obtain a license or permit of any kind to continue to provide these Terms in any jurisdiction; or (iii) we determine, or a court or arbitrator holds, that the provisions of these Terms violate applicable law.

10. Disputes

- 10.1. If you dispute a decision that we make in relation to these Terms, then you may raise the dispute with us and we will deal with it in accordance with the Complaints and Dispute Resolution Policy.



11. General Provisions

- 11.1. You agree to release, defend, indemnify, and hold Car Next Door and its affiliates and subsidiaries, and their officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with the Owner Guarantee and these Terms.
- 11.2. If you do not own the Vehicle that you Listed, the immediately preceding paragraph applies specifically to any dispute between you and the owner of the Vehicle. You are fully responsible for securing the Vehicle owner's permission to list the Vehicle with Car Next Door and complying with the scope of any permission granted.
- 11.3. These Terms constitute the entire and exclusive understanding and agreement between Car Next Door and you regarding the Owner Guarantee and these Terms, and supersede and replace any and all prior agreements between Car Next Door and you regarding the Owner Guarantee.
- 11.4. You may not assign or transfer these Terms, by operation of law or otherwise, without Car Next Door's prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null and of no effect. Car Next Door may assign or transfer these Terms, at its sole discretion, without restriction. Your right to terminate the Member Agreement with Car Next Door remains unaffected. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.
- 11.5. The failure of Car Next Door to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Car Next Door. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise. If for any reason an arbitrator or a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect.