

# Damage Waiver

## Safeguarding Your Rental Investment



### Is the Damage Waiver Right for You?

**Coverage of the Damage Waiver.** The Damage Waiver covers damage to Royalwolf Trading New Zealand Limited ("RWT") rental equipment ("Equipment") from graffiti, theft, forced entry, attempted forced entry, earthquake, hail, windstorm, hurricane and tornado, provided that you comply with the terms and conditions of the rental agreement. For the Damage Waiver to cover damage or loss from theft, forced entry or attempted forced entry, you must (1) take reasonable precautions against such theft, forced entry or attempted forced entry, (2) notify RWT of such event within three business days of your first knowledge of such event and (3) deliver to RWT a copy of the police report documenting such event within 30 days of your first knowledge of such event.

#### Benefits of the Damage Waiver:

- ✓ Limited protection from damage to Equipment you have rented.
- ✓ Reduction of insurance claims reported to your insurance company, which minimizes your company's loss experience record.
- ✓ Lower deductible payments than many insurance policies.

**The Damage Waiver is not insurance.** The Damage Waiver does not protect you from liability to others or RWT arising out of possession, use, operation or transport of Equipment rented from RWT, nor does it cover loss or damage to any Equipment contents.

**The Damage Waiver limits your responsibility for certain types of damage.** Providing you purchase the Damage Waiver and comply with the terms and conditions of the rental agreement, and providing that the damage to the Equipment is covered by the Damage Waiver, your responsibility for the damage would be limited to the following amounts per unit:

Storage Containers (Minicube, 10', 20', 40')	\$100
Hazardous Goods/Liquids Containers	\$500
Refrigerated Containers	\$1000
Site Office / Change rooms / Lunchrooms	\$1000
Ablution Blocks	\$1000
Accommodation Units	\$1000

**You will be charged for the Damage Waiver unless you provide evidence of insurance.** The Damage Waiver will be charged on all rentals unless you decline the Damage Waiver in writing and deliver to RWT a certificate of insurance from an insurance company acceptable to RWT, meeting of all the following requirements: (1) coverage in the minimum amounts of \$25,000 for property damage per unit of Equipment you rent, \$1,000,000 combined single limit coverage per accident for personal injury and property liability, (2) RWT must be named as an additional insured and loss payee with respect to all Equipment you rent, (3) the insurance policy is primary and any other insurance maintained by RWT is excess to the insurance you provide and shall not contribute to losses or damage covered under the insurance policy you provide and (4) the policy must provide for at least 30 days written notice to RWT before cancellation of the insurance policy can be completed. If effective insurance is not maintained with RWT, you will be charged the Damage Waiver even if you produce a certificate of insurance at a later date. If you elect to participate in the Damage Waiver after you have declined the Damage Waiver and



provided satisfactory evidence of insurance, you and a representative of RWT must sign the Damage Waiver Election Form before the Damage Waiver will be effective.

**Cost of the Damage Waiver.** The cost of the Damage Waiver is set forth in your rental agreement with RWT and is subject to change without notice. The terms of the rental agreement will control in the event of any inconsistency between the rental agreement and any other document, including this pamphlet.

**Questions about the Damage Waiver.** If you have additional questions about the Damage Waiver, please contact your local RWT branch on **0800 266 824** or email them on **info@royalwolf.co.nz**

**Losses and Damage Not Covered by the Damage Waiver.** RWT will NOT waive your liability for damage or loss involving the following circumstances:

1. Use or operation of the Equipment in a manner prohibited by or in breach of the rental agreement.
2. The Unauthorized use or negligent or willful act of you, your employees or agents, improper use of the Equipment, over-loading or improper load distribution, lack of maintenance or neglect of the Equipment. For example, without limitation, any damage to rental Equipment caused by a collision with a bridge with insufficient clearance.
3. Theft or loss of, or damage to, any Equipment contents.
4. Delivery, pickup or movement of Equipment.
5. Damage or loss to a third party's person or property resulting from any occurrence or accident involving a rental unit, whether on-road or off-road.
6. Damage to any refrigeration mechanism(s), refrigeration lines and other refrigeration equipment.
7. Damage to a unit's components or fixtures, including, without limitation, shelves, racks, cabinets, floor covering, window coverings, lights, HVAC, etc.
8. Tyre repair or replacement.
9. Fees for towing or storage.
10. Vandalism or malicious mischief, except graffiti.
11. Fire, flood, lightning, or damage caused by snow.
12. Damage caused by any third party not expressly covered under the Damage Waiver, not representing RWT or you, except graffiti.

ROYAL WOLF



## Container Sales, Hire & Modifications

# 0800 266 824

**info@royalwolf.co.nz**