

# ACCIDENTS HAPPEN, BUT WE HAVE A PLAN TO HELP LIMIT YOUR LIABILITY.

## When are customer required payments due?

The Customer must submit the applicable deductible and all repair/replacement costs exceeding \$50,000 within five (5) days after receiving written notice from TTVR. Failure to timely submit customer required payments may result in the loss of EPP benefits.

#### **EXAMPLE 1**

The customer returns equipment to TTVR with \$65,000 in damages resulting from an "Act of God, as defined in the EPP. The customer is responsible for a deductible payment of \$500. The customer is also responsible for the repair costs exceeding \$50,000, or \$15,000. The customer's total liability in this example is \$15,500.

#### **Example 2**

The customer's rented equipment incurs "Accidental Damages," as defined in the EPP, totaling \$300. The customer is unable to remove the damaged component and requests TTVR to perform the repairs on site. The labor costs associated with performing the repairs total \$200. Here, the customer is responsible for \$250, which is 50% of the total repair and labor costs and service labor (\$500).

Taylor True Value Rental Lancaster 450 West Fair Avenue 740-994-4371

taylorrentallancaster.com





#### **EQUIPMENT PROTECTION PLAN**

OPTIONAL PROTECTION FOR ACCIDENTAL EQUIPMENT DAMAGES



## What is the Equipment Protection Plan ("EPP")?

The EPP is intended to limit the customer's liability for the repair and/or replacement of certain components or equipment rented from Taylor True Value Rental ("TTVR"). If the customer pays for the EPP, TTVR will agree to waive certain claims against the customer for loss of, or damage to, the rented equipment in accordance with the EPP provision of the rental agreement.

#### Do I have to purchase the EPP?

No, the EPP is optional. However, the customer is required to provide proof of physical damage insurance as described in paragraph 25 of the rental agreement if the EPP is declined.

#### What is the cost of the EPP?

The cost of the EPP is 12% of the gross rental fees.

#### Is the cost of EPP refundable?

The cost of EPP is non-refundable and is not applied toward rental fees.

#### Is the EPP insurance?

NO. The EPP is not an insurance policy.

#### What is covered under the EPP?

The EPP is an option offered to limit the customer's liability for "Accidental Damages" and damages caused by "Acts of God."

## What is considered "Accidental Damage"?

"Accidental Damage" refers to minor items such as scratches, lightbulbs, damaged attachment hoses and wires, and/or other incidental damages to the Equipment not resulting from the careless use, misuse or abuse by Customer.

#### What is considered an "Act of God"?

"Acts of God" refers to loss or damage caused by unforeseen and uncontrollable events of nature, such as windstorms, lightning strikes, flooding, tornadoes, and earthquakes.

#### Are service calls covered by the EPP?

It depends. The customer must notify TTVR if the equipment is damaged or becomes inoperable for any reason. If the equipment suffers a mechanical failure or breakdown through no fault of the customer, TTVR will not charge the customer for the service call.

If the equipment needs repairs due to "Accidental Damages" or "Acts of God," the service labor charges will be factored into the customer's deductible. If TTVR determines a damaged component may be safely removed from the equipment, the customer may return the component to its shop and avoid accruing service labor charges.

## Are there limitations on the amount or type of loss covered by the EPP?

Yes. The benefit of the EPP is limited by: (1) the deductible, (2) excluded conditions causing the loss, and (3) any repair/replacement exceeding \$50,000.00

#### Do any exclusions apply to the EPP?

Yes. The EPP will not limit the customer's obligation to pay repair/replacement costs if they result from:

- The customer's careless use, misuse, or abuse of the equipment;
- The customer's failure to operate the equipment safely and in accordance with the manufacturer's specifications;
- A breach by the customer of any obligation under the rental agreement;
- Customer's violation of applicable laws, rules, or ordinances; or
- Theft or mysterious disappearance of the equipment

#### How much is the deductible?

The customer is responsible for 50% of the first \$1,000 in repair/replacement costs and service labor charges, per occurrence.

## What if the cost of repairs or the cost to replace the equipment is between \$1,000 and \$50,000?

For repair costs up to \$50,000, the customer's maximum out-of-pocket exposure is \$500.

## What if the cost of repairs/replacement exceed \$50,000?

In addition to the deductible, the customer is responsible for all repairs/replacement costs that exceed \$50,000.