

StompGear Protection Plan Agreement

Effective Date: May 29, 2025

Introduction

The StompGear Protection Plan (“Protection Plan” or “Plan”) offers discretionary financial protection for eligible rentals made through the StompGear platform. This Plan is **not an insurance product**, and participation does **not** create an insurer-insured relationship. The Plan is offered solely at the discretion of StompGear Inc. (“StompGear,” “we,” or “us”), and is subject to change or termination at any time with notice.

Section 1: Eligibility and Coverage

1.1 Equipment Categories and Risk Tiers

StompGear classifies rental items into three categories based on their typical market value and associated risk level. These categories determine the applicable deductibles and Enhanced Plan fees.

Category	Value Range	Equipment Examples	Basic Plan Deductible	Enhanced Plan Deductible & Fee
A	\$5,000 – \$25,000+	Powersports (ATVs, UTVs, snowmobiles, dirt bikes, e-dirt bikes), Personal Watercraft (Sea-Doos), 4x4 Off-Road Vehicles	\$2,500	\$1,500 or 20% of rental cost (whichever is greater)
B	\$1,000 – \$5,000	Mountain Bikes, E-Bikes, Electric Scooters, Premium Skis/Snowboards, Rooftop Tents, Camping Trailers, Kayaks, Canoes, Rafts, Small Boats, Drones, Action Cameras, Premium Golf Gear	\$1,000	\$500 or 15% of rental cost (whichever is greater)

C	Under \$1,000	Entry-Level Bikes, Youth Skis & Snowboards, Camping Gear, Snowshoes, Climbing Equipment, Cycling Gear, SUP Boards, Golf Accessories, Apparel, Tools	\$500	\$250 or 10% of rental cost (whichever is greater)
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1.2 Basic Protection Plan (Automatically Included)

All eligible rentals automatically include the Basic Protection Plan unless explicitly declined by the renter at the time of booking. Coverage is strictly limited to the following circumstances:

- **Accidental Damage:** Covers only unintentional physical damage caused by normal and proper usage, as outlined by the equipment manufacturer. Misuse, reckless behaviour, negligence, or intentional damage is expressly excluded.
- **Theft:** Coverage requires submission of a valid police report within 24 hours of discovering the theft. Renters must also provide evidence of reasonable security precautions having been taken (see Section 1.5). Failure to adhere strictly to these requirements voids theft coverage.
- **Fire Damage:** Coverage requires an official report from a recognized fire department or relevant local authority, submitted within 48 hours following the incident. Absence of a timely and valid report will invalidate coverage.
- **Coverage Limit:** The Basic Protection Plan includes up to **\$500 CAD in discretionary support** from StompGear toward valid claims. This amount is not guaranteed and is evaluated on a case-by-case basis.

Important: This \$500 discretionary support does **not reduce or eliminate** the renter's financial responsibility for the deductible, which must still be paid in full if a claim is approved.

1.3 Enhanced Protection Plan (Optional Upgrade)

Renters may optionally upgrade to Enhanced Protection at checkout for additional coverage and reduced deductibles. Enhanced Protection includes all coverage provided under the Basic Plan, plus the following enhancements, subject to specific conditions:

- **Vandalism:** Covered when a valid police report is submitted within 24 hours of incident discovery. Damage must be clearly malicious or deliberate, as determined by StompGear.

- **Weather-Related Damage:** Covered only if the renter can demonstrate that reasonable and sufficient precautions were taken to protect the item(s) from foreseeable weather risks (e.g., storing gear indoors or under cover, securing waterproofing).
- **Transport Damage:** Covered if the renter proves that the equipment was properly and securely fastened, transported, and stored in accordance with manufacturer guidelines and generally accepted best practices.
- **Extended Theft Protection:** Includes coverage for theft from locked vehicles, enclosed trailers, or secure storage units, **only when clear evidence of forced entry is provided**, along with a valid police report submitted within 24 hours of discovery.
- **Priority Claim Processing:** Claims submitted under the Enhanced Plan receive expedited review, prioritized communication, and support from a dedicated claims specialist.
- **Coverage Limit:** The Enhanced Protection Plan extends renter coverage up to **\$20,000 CAD** per approved claim, subject to verification.
- **Reduced Deductibles:** Deductibles are significantly reduced under the Enhanced Plan (see Section 5.1 for deductible schedule).
- **Enhanced Plan Fees** (charged upfront at booking and non-refundable once the rental begins):
 - **Category A:** 20% of rental cost
 - **Category B:** 15% of rental cost
 - **Category C:** 10% of rental cost
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1.4 Opt-Out Option (Full Financial Responsibility)

Renters who explicitly choose to opt out of the Protection Plan at booking assume complete and unconditional financial responsibility for any damage, loss, theft, or any other incident involving rented equipment, regardless of circumstances.

- **No Coverage:** Opting out forfeits any and all claims protection, rights of appeal, or assistance provided by StompGear related to damages, losses, or theft.
- **Full Liability:** Renters agree to reimburse the full verified cost of repair or replacement of equipment without limitation or dispute.

1.5 Theft Coverage – Additional Conditions

For theft claims to be valid under Basic or Enhanced Plans, renters must meet these mandatory requirements:

- **Timely Reporting:** Submit a valid police report within 24 hours of theft discovery. Late reporting voids coverage entirely.

- **Preventive Measures:** Provide clear evidence demonstrating reasonable preventive security measures were taken, including but not limited to:
 - Storing items inside securely locked vehicles, trailers, or storage units.
 - Demonstrating clear signs of forced entry.
 - Providing photographic or video evidence verifying security measures were active and effective.

Failure to fully satisfy these conditions will result in denial of theft-related claims.

1.6 Broader Coverage Conditions Under Enhanced Plan

To qualify for Enhanced Plan-specific coverages, the renter must strictly comply with the following conditions:

- **Vandalism:** Submit a valid police report within 24 hours. Damage must clearly indicate malicious intent by a third party.
- **Weather-Related Damage:** Demonstrate that all practical measures were taken to protect items against foreseeable weather-related incidents.
- **Transit Damage:** Provide evidence confirming proper fastening, securing, and compliance with recommended transportation methods.
- **Extended Theft Protection:** Submit evidence of forced entry into secured storage or vehicle, along with a timely police report within 24 hours of discovery.
- **Priority Claims Support:** Renters must submit full, timely, and accurate documentation to receive expedited claims processing.

Coverage Exclusions (Applicable to All Plans)

StompGear explicitly excludes and will deny claims arising from or involving the following:

- **Intentional misuse**, reckless behaviour, or gross negligence.
- **Use by unauthorized persons** not explicitly named in the rental agreement.
- **Third-party liability**, including but not limited to personal injury or property damage unrelated to rented equipment.
- **Unexplained disappearance, abandonment**, or theft without substantial proof or documentation as outlined in Section 1.5.

Section 2: Owner Coverage and Zero-Deductible Guarantee

2.1 Automatic Owner Coverage

All verified owners listing equipment on the StompGear platform are automatically enrolled in the **StompGear Owner Protection Guarantee**, which includes:

- Up to **\$20,000 CAD** in coverage per approved incident
- **Zero deductible** for approved claims
- Coverage for:
 - **Accidental damage**
 - **Verified theft** (with required documentation)
 - **Fire or severe weather damage**

This protection is included in the platform service fee and requires no additional payment or opt-in action by the owner. This structure promotes a frictionless, attractive listing experience for gear owners.

2.2 Eligibility and Maintenance Requirements

To remain eligible for zero-deductible coverage under the Owner Protection Guarantee, owners must:

- Maintain an **active, verified account** in good standing
- Ensure **accurate, detailed listings**, including clear, up-to-date photos and thorough item descriptions
- Demonstrate consistent **responsiveness** and cooperation with renters and the StompGear team
- Submit **required documentation** promptly and completely for any claims
- Maintain a **professional interaction record** with users and platform support

Failure to meet these standards may result in reduced protection, the imposition of deductibles, or loss of eligibility for Owner Guarantee benefits.

2.3 Claim Submission Procedures

To initiate a claim, owners must:

- Report any incident (damage, loss, or theft) within **24 hours** of return or discovery via the StompGear platform
- Provide the following documentation:
 - **Clear photos or videos** of damage or incident context
 - Screenshots or links to the **original listing**
 - **Proof of ownership**, such as invoices or serial numbers
 - **Police report** (theft) or **fire department report** (fire)
 - **Written statements from renter and/or witnesses**

Late or incomplete submissions may result in denial, reduction, or delay of the claim.

2.4 Claim Verification Process

StompGear reserves the right to independently verify any claim through:

- Review of submitted documentation
- Requests for additional materials
- Independent third-party inspection or appraisals
- Interviews with renters, owners, or witnesses

Full cooperation is required throughout the process. Misleading information or refusal to cooperate will result in claim denial and may lead to **account suspension or removal**.

2.5 Coverage Exclusions (Owner Plan)

The Owner Protection Guarantee **does not cover**:

- **Normal wear and tear** or cosmetic damage not affecting item function
- **Unexplained loss** without credible theft evidence or proof of transfer
- Damage from **off-platform rentals** or **unauthorized users**
- Incidents arising from **gross negligence, deliberate misuse, or fraud**
- **Third-party claims**, including bodily injury or property damage

- **Business interruption** or consequential losses

Owners are strongly advised to understand these exclusions and follow platform policies to ensure coverage eligibility.

Section 3: Coverage Limits and Exclusions

3.1 Coverage Limits

Coverage under the StompGear Protection Plan is subject to the following limits:

- **Fair Market Value Cap:** Payouts will not exceed the item's fair market value at the time of the incident (assessed by comparable market data)
- **Repair/Replacement Cost Limit:** Payouts will not exceed the actual documented cost to repair or replace the item, whichever is lower
- **Coverage Cap:** The maximum payout per incident is **\$20,000 CAD**, unless otherwise stated
- **Deductible Cap:** Deductibles will not exceed the item's fair market value

3.2 General Exclusions

Coverage is **not available** for the following:

- **Normal wear and tear**, cosmetic blemishes, or expected usage deterioration
- **Intentional damage** or damage from gross negligence or reckless use
- **Unauthorized users** or off-platform transfers
- Damage or loss related to **illegal or criminal activity**
- **Loss without clear evidence**, such as theft without forced entry or proof
- **Third-party liability** or personal injury claims
- **Consequential damages**, including income loss or substitute equipment costs
- **Mechanical failure** due to age, defects, or lack of maintenance (unless caused by a covered event)

3.3 Weather and Natural Disaster Exclusions

Unless covered under an Enhanced Protection Plan, damage from the following is excluded:

- **Severe weather:** flooding, earthquakes, tornadoes, hail, etc.
- **Environmental exposure:** prolonged humidity, salt air, waterlogging, extreme heat/cold

3.4 Non-Compliance and Reporting Exclusions

Coverage will be denied if users:

- **Fail to report** theft or fire within 24 hours, or damage within 48 hours
- **Do not submit required documentation** (police/fire reports, photos, proof of ownership, etc.)
- Provide **false, incomplete, or misleading** information
- **Refuse to cooperate** with claim investigations

3.5 Enhanced Plan-Specific Exclusions

Even with Enhanced Protection, the following are **not covered**:

- Damage caused by **insecure or improper transport**
- Theft or loss from **unsecured or unattended** storage without evidence of forced entry
- Negligence in following **manufacturer or safety guidelines**

3.6 Right to Amend

StompGear reserves the right to modify or expand the scope of coverage, limits, deductibles, or exclusions at any time. Changes will be communicated through email or via the StompGear platform. **Continued use** of the platform signifies acceptance of the revised terms.

Section 4: Claim Procedures and Documentation

4.1 Incident Reporting Requirements

To maintain eligibility for coverage under the StompGear Protection Plan, renters and owners must report incidents through the StompGear Platform within the specified timeframes:

- **Damage:** Report within **48 hours** of discovering the incident or item return.
- **Theft:** Report immediately and submit a valid police report within **24 hours** of discovery.
- **Fire or Severe Weather Damage:** Submit an official fire or weather damage report from relevant authorities within **48 hours** of the incident.

4.2 Required Documentation for Claims

All claims submitted through the platform must be accompanied by comprehensive documentation, including but not limited to:

- **Police Reports:** For theft, vandalism, or malicious damage claims.
- **Fire or Weather Incident Reports:** Official reports from local authorities confirming the circumstances of damage.
- **Detailed Photographs and Videos:** Clear visual evidence of damage or theft conditions, including the exact nature and extent of the damage.
- **Proof of Ownership:** Documentation such as original purchase receipts, serial numbers, or warranty information.
- **Incident Descriptions:** Detailed written statements from both renter and owner, clearly outlining the circumstances leading to the incident.
- **Witness Statements:** If applicable, written statements from credible witnesses providing supplementary information.

4.3 Claim Verification and Investigation

Upon claim submission, StompGear may initiate a verification and investigation process, which can include:

- **Additional Documentation Requests:** Further clarification or supplementary documents may be requested to substantiate claims.
- **Independent Inspections:** StompGear or appointed representatives may conduct physical inspections or independent assessments of damage.
- **Interviews and Follow-Up Communications:** StompGear representatives may contact involved parties directly for additional details and context regarding the claim.

Full cooperation from all involved parties is mandatory throughout this verification process. Non-cooperation, delays, or submission of misleading information may result in claim denial.

4.4 Claim Approval and Payout

Following thorough review and verification, approved claims will be settled in accordance with Protection Plan guidelines:

- Approved claim payouts are subject to applicable deductibles as outlined in Sections 1 and 2.
- Claim amounts will not exceed stipulated coverage limits, fair market value, or actual documented repair/replacement costs.
- Approved claims will typically be processed within 7–14 business days from the completion of all required verification steps.

4.5 Fraud and Misrepresentation

StompGear maintains a zero-tolerance policy for fraudulent or deliberately misleading claims:

- All suspicious or fraudulent activities will result in immediate denial of claims.
- Severe infractions will result in account termination and potential legal action.
- StompGear may report fraudulent activities to relevant authorities.

4.6 Appeals and Dispute Resolution

If claimants disagree with the outcome of a claim, StompGear provides a structured appeal process:

- Submit an appeal through the StompGear Platform within 7 days of receiving the claim decision.
- Appeals must clearly outline reasons for disagreement and provide additional supporting evidence.
- StompGear will conduct an internal review and communicate a final decision within 10 business days from the appeal submission date.

This structured approach ensures fairness, transparency, and clarity in handling all claim processes.

Section 4: Claim Procedures and Documentation

4.1 Incident Reporting Requirements

To maintain eligibility for coverage under the StompGear Protection Plan, renters and owners must report incidents through the StompGear platform within the following timeframes:

- **Damage:** Within 48 hours of discovery or item return
- **Theft:** Immediately upon discovery; valid police report required within 24 hours
- **Fire or Severe Weather:** Valid report from fire department or local authority within 48 hours

Late reporting may result in reduced or denied coverage.

4.2 Required Documentation

All claims must be supported with comprehensive documentation:

- **Police reports** for theft, vandalism, or malicious acts
- **Fire/weather reports** from official sources
- **Clear photographs or video** showing damage, theft scene, or conditions
- **Proof of ownership**, including original receipts, serial numbers, or purchase records
- **Incident descriptions** from both the renter and owner
- **Witness statements** (if available) to support the context of the incident

Failure to submit sufficient documentation may delay or invalidate a claim.

4.3 Claim Verification and Investigation

StompGear may, at its sole discretion:

- Request **additional documentation** or clarifications
- Conduct **independent inspections** or damage assessments
- Initiate **direct outreach** to involved parties for further information

Full cooperation is mandatory. Incomplete, misleading, or delayed participation may result in denial of the claim.

4.4 Claim Approval and Payout

Upon completion of the investigation:

- Approved claims will be paid according to the limits in Sections 1, 2, and 3
- Payouts are subject to applicable deductibles
- Total compensation will not exceed the **fair market value, repair/replacement cost, or maximum coverage cap**
- Claims are typically processed within **7–14 business days** after verification concludes

4.5 Fraud and Misrepresentation

StompGear enforces a zero-tolerance policy for fraud:

- Claims found to be fraudulent or materially misleading will be **immediately denied**
- Users submitting fraudulent claims may face **account termination, loss of deposits, and legal action**
- Verified fraud may be reported to **local law enforcement or collection services**

4.6 Appeals and Dispute Resolution

If you believe your claim decision was incorrect:

- File an appeal through the platform within **7 days** of receiving your decision

- Appeals must include **reasoned argument** and **new supporting documentation**
- StompGear will conduct a secondary review and provide a final decision within **10 business days**

This process ensures transparency and fair resolution of claim disputes.

Section 5: Deductibles, Fees, and Payment Terms

5.1 Equipment Categories and Deductibles

StompGear classifies all rental equipment into three categories based on typical replacement value and risk profile. These categories determine the applicable deductibles and Enhanced Protection Plan fees.

Category A – High-Risk / High-Value (\$5,000 – \$25,000+)

Includes powersports and other high-value items such as:

- ATVs, UTVs, snowmobiles
- Dirt bikes, electric dirt bikes
- Personal watercraft (e.g., Sea-Doos)
- 4x4 off-road vehicles

Category B – Mid-Tier Value (\$1,000 – \$5,000)

Includes versatile and popular gear such as:

- Mountain bikes and e-bikes
- Premium skis and snowboards
- Rooftop tents, trailers, kayaks, canoes, rafts
- Drones, action cameras, electric scooters
- Premium gear and similar equipment

Category C – Lower Value / Low-Risk (Under \$1,000)

Includes entry-level and smaller items such as:

- Entry-level and youth bikes
- Camping gear, snowshoes, SUP boards
- Climbing gear, golf accessories, hand tools, and outdoor apparel

A complete list of platform items and their assigned categories is maintained in the **StompGear Equipment Category Reference Document**, available upon request or linked from the Protection Plan support page.

Deductibles by Category and Protection Plan:

Category	Basic Plan Deductible	Enhanced Plan Deductible
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A	\$2,500	\$1,500 or 20% of rental cost (whichever is greater)
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B	\$1,000	\$500 or 15% of rental cost (whichever is greater)
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C	\$500	\$250 or 10% of rental cost (whichever is greater)
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Important: Under the Basic Plan, StompGear may offer up to **\$500 CAD in discretionary coverage** per approved incident; however, **this does not reduce or waive the deductible**. Renters remain financially responsible for paying the full applicable deductible, even if partial discretionary support is granted.

5.2 Deductible Caps

- Deductibles will **never exceed** the item's **fair market replacement value**.
- If an item's verified value is lower than the scheduled deductible, the renter's financial liability is capped at that value.

5.3 Enhanced Protection Plan Fees

Enhanced Protection Plan fees are charged upfront at the time of booking and are **non-refundable** once the rental begins.

Category	Enhanced Plan Fee
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A	20% of rental cost
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B	15% of rental cost
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C	10% of rental cost
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Fees are automatically calculated at checkout based on rental value and selected items.

5.4 Refundable Damage Deposit

- A **\$500 CAD refundable damage deposit** is required for all bookings.
- Deposits are securely held using **Stripe's digital wallet** during the rental period.
- Deposits are applied first to any approved damage or deductible amounts.
- Renters remain liable for any costs exceeding the deposit.

5.5 Stored Payment Authorization and Liability

By booking on the platform, renters authorize StompGear to:

- **Securely store** their credit card information via Stripe
- **Automatically charge** for any approved deductibles, damages, or unpaid balances
- Notify the renter by email or platform alert when charges are initiated

This stored authorization extends until all related costs from the rental are resolved.

5.6 Payment Deadlines

- Deductibles and other outstanding charges must be paid **within 7 days** of notification.
- **Non-payment** may result in account suspension, collection actions, or legal recovery.

5.7 Chargebacks and Disputes

- Renters **may not initiate chargebacks** for valid damage charges, deductibles, or Plan fees.
- Illegitimate chargebacks may result in administrative fees, account suspension, and cost recovery measures.
- Renters agree to reimburse any losses or penalties resulting from an unjustified chargeback.

5.8 Right to Modify Terms

StompGear reserves the right to revise deductible amounts, category classifications, and other financial terms. Any such changes will be:

- Clearly communicated via email or platform notification
- Deemed accepted upon continued use of the platform

Section 6: Fraud and Abuse Prevention

6.1 Anti-Fraud Measures

StompGear actively monitors for fraud through:

- **Real-time ID and payment verification**
- Monitoring for **claim abuse patterns** or repeat incidents
- **Random audits** and reviews of high-value transactions or repeat users

6.2 Consequences of Fraud or Misuse

Users found engaging in fraud or abuse will face:

- **Immediate denial of claims**
- **Loss of deposits or balances owed**
- **Permanent account termination**
- **Referral to authorities** or debt recovery firms

6.3 Abuse Patterns and Platform Removal

Examples of platform abuse include:

- Filing repeated or clearly **unjustified claims**
- **Coordinated fraud** between owners and renters
- **Intentional equipment damage** to trigger payouts

StompGear reserves the right to permanently remove any user engaging in patterns of abuse, manipulation, or bad-faith behavior.

Section 7: Limitation of Liability

7.1 Nature of the Protection Plan

The StompGear Protection Plan is a **discretionary risk-mitigation program**, not an insurance product. Participation does not create any insurer-insured relationship. The Plan:

- Does **not replace personal, business, or commercial insurance** held by owners or renters
- Offers **limited, case-specific discretionary coverage**, as outlined in this Agreement
- Is subject to **modification, suspension, or termination** by StompGear Inc. at any time, with notice provided via the platform or email

7.2 Indemnification

By participating in the Plan, users agree to **indemnify and hold harmless** StompGear Inc., its officers, employees, service providers, agents, and affiliates from any and all claims, damages, liabilities, losses, or expenses — including reasonable legal fees — resulting from:

- Use or misuse of the Protection Plan
- Rental transactions, agreements, or disputes
- Submission of **fraudulent, unsupported, or misleading claims**
- Violation of this Agreement or any applicable law or regulation

7.3 Financial Responsibility Cap

StompGear's total financial responsibility under the Protection Plan is limited to:

- The **lesser** of:
 - The actual **documented cost of repair or replacement**
 - The item's **fair market value** at the time of the incident
- A maximum payout of **\$20,000 CAD per incident**, unless otherwise explicitly stated in a specific written agreement or promotion

7.4 Exclusion of Consequential Damages

StompGear is **not responsible or liable** for any indirect or consequential damages, including:

- Loss of rental income or business opportunity
- Reputational harm or emotional distress
- Injuries to third parties or damage to third-party property
- Delays in claim processing due to **missing, incomplete, or non-compliant documentation**

7.5 User Acknowledgement and Agreement

By using the StompGear platform and participating in the Protection Plan, users confirm that they:

- Have **read, understood, and agreed** to all terms of this Protection Plan Agreement
- Understand that the Plan is **discretionary, limited in scope**, and not a substitute for insurance
- Accept **personal responsibility** to comply with platform rules, reporting timelines, and investigation procedures

These terms apply to **all users**, regardless of Protection Plan tier or role (renter or owner).

Section 8: Modifications to the Protection Plan

StompGear reserves the right to:

- Modify, suspend, limit, or terminate the Protection Plan at any time
- Change eligibility criteria, deductibles, coverage limits, exclusions, or documentation requirements
- Notify users of changes via email or platform notifications

Continued use of the platform after any such updates constitutes acceptance of the revised Protection Plan terms.

Section 9: Contact Information

If you have questions, need to initiate a claim, or require assistance related to the StompGear Protection Plan, you may contact us through the following official channels:

StompGear Inc.

PO Box 205
Kimberley, BC, V1A 2Y6
Canada
Email: hello@gostompgear.com
Phone: **(800) 820-8210**
Website: www.stompgear.ca

9.1 Customer Support Hours

Our customer service team is available:

- **Monday to Friday**
- **9:00 AM – 4:00 PM Mountain Time (MT)**

Limited support may be available on weekends or statutory holidays for urgent rental or claim-related issues.

9.2 Response Times

- **General inquiries:** Responded to within **1–2 business days**
- **Claim-related inquiries:** Prioritized and addressed within **24–48 business hours**

9.3 Escalation Process

If your issue is not resolved through our standard support channels, you may request an escalation by:

- Sending an email to hello@gostompgear.com with “**Escalation Request**” in the subject line
- Including your **claim reference number, contact details**, and a **brief summary** of the concern

A supervisor or senior team member will review and respond within **3 business days**.

9.4 Legal Notices and Formal Correspondence

Formal legal notices, dispute-related correspondence, or time-sensitive claims should be sent to our mailing address or by email to:

hello@gostompgear.com

This ensures proper documentation and acknowledgement for all formal communications under this Agreement.

We are committed to transparency, fairness, and delivering a responsive support experience for all users participating in the StompGear Protection Plan.