



THE RIDESHARE CLUB

THE RIDESHARE CLUB INC.

Rules and Regulations Part 2

Note: The persons who from time to time are members of the Association are an incorporated association by the name given in rule 1 of these Rules.

Under section 46 of the Associations Incorporation Reform Act 2012, these Rules are taken to constitute the terms of a contract between the Association and its members.

Part 1—Preliminary

1. Name

The name of the incorporated association is “The Rideshare Club Inc.”

2. Purposes

The purposes of the association are to assist Rideshare owners with the management of collisions involving their Rideshare vehicle.

3. Financial year

The financial year of the Association is each period of 12 months ending on 30 June.

4. Definitions

“the Act” means the Associations Incorporation Reform Act 2012 “the Association” means THE RIDESHARE CLUB Inc. “Excess” is the amount to be paid after a collision and is to be determined in accordance with schedule 1 of these Rules but may be varied from this Schedule as permitted by any other Rules outlined below or by Committee resolution “Model Rules” are the Rules as referred to in the Associations Incorporation Reform Act 2012

Part 2—Membership

5. To become a member of the Association an Applicant must:

- A. be a natural person; and
- B. be a Rideshare owner; and
- C. be a company, organization, partnership; and
- D. accept to abide by the Rules of the Association; and
- E. apply for membership by submitting the forms set out in Schedules 2, 3 and 4 to the Committee for approval; and
- F. make any payment so required by the Association; and be approved for membership by the Committee who from may accept or reject any application for membership and from time to time shall determine any amount payable for registration or annual contribution in accordance with paragraph 4(f) of these Rules.

6. All accidents, whether at fault or not must be reported to the Club within 7 days. If the club is not notified within the certain time frames the club has the right not to accept the lodgment of the claim.

7. If a member is found to have breached their contract with the club, they will be contacted and their policy will automatically be cancelled and may be refused for the payment of any previous claims made

8. If membership premiums are not renewed on or before the expired dates they will be cancelled on the day of expiry at 5:00pm closing business time. The club does not have a cooling off period of 2 weeks.

9. All excess must be submitted together with the claim form. The manager shall at his absolute discretion decide whether a claim is in the right or wrong

10. If excess has been paid and no repairs have been made to the vehicle and no payment is required by the 3rd party, it will be reimbursed to the client after a period of 12 months. party, it will be reimbursed to the client after a period of 12 months.

11. The club has the authority to increase the excess if the same driver or the same vehicle has been involved in a previous ‘at fault’ accident within the last six (6) month period.

12. No member or driver should admit liability at the scene of an accident or incident, nor at any time without the written consent of the club. Any person breaching this rule shall have the claim disallowed.
13. Members who have had an accident whether in right or wrong and who decide to handle their cases themselves risk having their claims being accepted. This is a breach of contract with the club and membership agreement will be cancelled immediately and payment to the other party for any previous claims lodged may be refused.
14. Vehicle must be kept in a roadworthy condition at all times particular attention is to be given to the tyres, as they must be both standard and roadworthy the club does not cover radios, car phones, EFTPOS machines and other miscellaneous fittings.
15. Vehicle Members must nominate their driver/s to the club (by way of the Form in Schedule 2), the club has the authority to increase the amount of contribution depending on the number of drivers.
16. The club has the authority to refuse any claim if the driver involved in the accident had not been nominated to the club beforehand.
17. Members and their drivers shall be responsible for getting ALL DETAILS of all vehicles, property and other items involved in the accident and any failure to do so may invalidate part or the claim.
18. The club does not have the responsibility for damages arising as a result of the vehicle having been repaired mechanically or electrically at a repair shop outside of the clubs authority. Should a member repair the vehicle elsewhere, the member should always ask from such a shop for a guarantee for the vehicle's repairs.
19. Excess is to be immediately paid, when lodging a claim in accordance with Schedule 1 of these Rules; if not paid the claim will immediately be disregarded and cancelled. If repairs are still being completed to your vehicle it will not be released from the work shop until full payment of excess is received. If the vehicle has been fully repaired an invoiced bill will be sent out to the member immediately and if payment is not received the policy will automatically be cancelled and legal proceedings will commence.
20. If a claim in the wrong has been lodged and very minor damage has occurred to any 3rd party's vehicle, full payment of excess is to be made. If no proof of loss documents or letter of demand has been sent to the member, driver or the club for a period of 12 months of the claim excess will be reimbursed to the member under the condition that no repairs have been done to the clients vehicle from the accident. If repairs have been done and the costs are below the excess, the difference will be reimbursed and the club will no longer deal with the claim.
21. If the vehicle is a total loss then the indemnity will be at the market value price of the vehicle prior to the accident. The amount paid will be determined by an assessment report provided by the clubs independent assessor.
22. Once the vehicle is involved in an accident and has caused the vehicle to be a total loss, the member's policy will automatically be suspended and a new policy is to be produced and payment is to be made.
23. In case of an accident and where the vehicle is deemed to be a write off, yearly premium has to be paid in full, along with the excess, before the settlement funds for the write off vehicle are released to the member.
24. We do not cover, we will not consider claims if the vehicle was being driven by someone under the age of 21 or over 80 years. There may be reduced benefits for drivers aged between 71 and 80.
25. Cover is subject to the driver having held a valid Australian driver's license for a minimum of 2 years. We will not consider claims if the vehicle was being driven by someone International license.
26. We will not consider claims for injuries arising in certain circumstances including but not limited to the use of the Vehicle in a certain manner, suicide, intentional self-injury, insanity, venereal diseases (including AIDS), alcohol or drugs, pregnancy, childbirth or illness.

- 27.** You have the right to be considered for cover for accidental loss or damage to your Vehicle caused by an incident in the period of cover. Examples of incidents covered include:
- I. Collision and impact; and
 - II. Loss of use of Vehicle when accidents are deemed not at fault. Rates at which Loss of use is paid is at the discretion of the Club Committee.
 - III. Hail damage will not be covered
- 28.** If we decide to pay a claim, the most we will pay is the depreciated value of the base model of the same make, model and year of manufacture as your Vehicle with an allowance for the vehicle being used predominantly for carrying passengers and the number of kilometers on the odometer.
- 29.** You have no right to have a claim considered if the Vehicle is being driven by someone under the age of 21.
- 30.** Where you have cover for more than one Vehicle, then the following will only apply to the particular Vehicle which has been treated as a total loss. If we declare your Vehicle a Total Loss and pay you the sum insured, market value or replace your Vehicle, then your cover will come to an end for that Vehicle and you will no longer have any cover for it. This means you will not be entitled to make any further claim for that Vehicle and:
- I. where contributions have been paid in full for the period of cover there will be no refund of any Contributions; or
 - II. where Contributions are paid by instalments, we are entitled to deduct from any claim paid, the balance of the unpaid Contribution or instalments of Contribution
- 31.** When we pay you for the Total Loss, your Vehicle salvage becomes our property. If another party is entitled to the salvage of your Vehicle, then we will pay you or them the Amount Covered, less our estimate of the salvage value, any unpaid excess and unpaid contribution.
- 32.** No indemnity is provided if the nominated vehicle for the purpose of this cover was:
- A. Being driven by or was in charge of any person under the influence of intoxicating liquor or any drug.
 - B. Conveying any load or carrying a number of passengers in excess of that for which the vehicle is constructed and or is licensed to carry contrary to the provisions of the law enforced in the state of victoria relating to Rideshare Vehicles;
 - C. Being used in an unsafe condition or unroadworthy condition;
 - D. Is being used for the convenience of passengers for reward hire or fare other than as a registered Rideshare vehicle;
 - E. Is being used outside the state of Victoria;
 - F. Is damaged as a result of a fire not arising as a result of a direct collision
- 33.** The member is entitled for loss of income or hire car, for a not at fault claim, only if there has been a recovery made from the other party.
- 34.** A 10% cancellation fees apply for the early termination of the contract.
- 35.** If the third party is available and you are unable to get a third party cover, the member will only be covered to a maximum excess amount offered to a taxi by any legally authorized insurance company (For third party property damage only).
- 36.** If a member is paying the premium on a monthly basis and intends to terminate his membership, then a notice of 30 days has to be provided to the association, else no refund will be issued.
- 37.** In case of an accident, the driver and the owner must remain in Australia for the duration of the recovery which includes all court proceedings.

38. In case of an accident, the driver and the owner must attend court to provide evidence where liability in regards to the accident is an issue.
39. The owner of the vehicle must ensure that the driver is available for all the court proceeding, where liability for the accident case is an issue. Failure to do so will result in the owner being responsible for all the costs payable to the third party.
40. You must provide accurate information as to the circumstances of the collision. Providing inaccurate and /or misleading information will result in The Rideshare Club Inc. not indemnifying the driver and /or the owner. The driver and/or owner will be responsible for all court orders and the costs made against the plaintiff.
41. In addition to the requirements outlined in the other Rules, the following is also required within 2 days of lodging a claim:
 - A. Taking sheets for at least a period two weeks prior to the accident.
42. It is the obligation of the owner/insured member to pay all due excess to the club and not the driver. It is the owner's responsibility to recover the costs of the payment from the driver.
43. The membership of a person ceases on resignation, expulsion or death.
44. A member may resign by notice in writing given to the Association.
45. Notice: To THE RIDESHARE CLUB INC. A notice required under these Rules to be served on THE RIDESHARE CLUB INC may be served by post, facsimile or email addressed to the THE RIDESHARE CLUB INC.

Part 3—**Excess**

The total excess you are required to pay is determined by the circumstances of your claim for benefits. You might have to pay more than one type of excess when you claim for benefits.

The amount of the excess that you will be required to pay will depend upon your Cover and will be included in your Certificate of Cover.

In addition, if you fail to report an incident within 30 days of it occurring, then the basic excess will be ten times. If you report an incident after six months, then the basic excess will be twenty times the original excess amount. Any report received 12 months after the incident occurred will result in any basic excess increasing to 30 times the original excess amount, shown on your Membership documents.

- Standard excess for owners and drivers: \$ 1,000.00
- Standard excess for total loss, fire and theft: \$ 7,000.00 on top of the basic excess.
- Second accident during short time goes up: \$ 500.00 (Short Period of 6 months)
- Additional excess for drivers below the age of 25 years goes up: \$ 500.00
- Standard excess for third party loss more than \$10000 Excess \$3500.00
- Drivers Under the age of 21 years NOT COVERED
- Unlisted or holder of International license Drivers NOT COVERED

Part 4—Underwriting Policy

46. The Rideshare Club Inc. has Third Party Property Damage Insurance cover available from various Insurance providers, which is mandatory and has to be taken along with the club's policy. Club member have to follow all the rules and regulation and accident coverage related criteria set by Third Party Insurance providers. Third Party insurance company has right to accept and reject the claim and club member have to accept the decision.
47. Third Party Cover only commences, when all the documents required by Third Party Providers have been provided to the club and the premium and all dues for third party are received. So, until the third Party Insurance cover commences, a member will NOT be covered for any third party property damages, in case their vehicle is involved an accident.
48. If only clubs premium is paid and the payment for third party property policy remains unpaid, then The Rideshare Club Inc. will only cover damages caused to member's vehicle, arising from an accident, after collecting the applicable excess and will not be liable to pay any third party property damages.

Part 5—Disciplinary Action

49. Grounds for taking disciplinary action

The Association may take disciplinary action against a member in accordance with this Division if it is determined that the member—

- has failed to comply with these Rules; or
- refuses to support the purposes of the Association; or
- Has engaged in conduct prejudicial to the Association.

50. Committee Responsibility

If the Committee is satisfied that there are sufficient grounds for taking disciplinary action against a member, the Committee must appoint a disciplinary subcommittee to (or the Committee itself must) hear the matter and determine what action, if any, to take against the member.

The members of the disciplinary subcommittee—

- may be Committee members, members of the Association or anyone else; but
- may not be biased against, or in favor of, the member concerned.

Part 6--- Updated Information

51. Where there is a change to information which is not materially adverse to investors, this updated information will be made available on our website at www.therideshareclub.com.au (Updated Information). If you require a paper copy of any Updated Information please contact us on and it will be provided without charge on request.
52. While this membership rules and any Updated Information are up to date at the time of preparation, changes may be made to The Rideshare Club Inc. from time to time without any notice to the members. Members should ensure that they keep up to date with the latest information on The Rideshare Club Inc. website.
53. Any notice to THE RIDESHARE CLUB INC sent by email is not deemed to be received unless and until THE RIDESHARE CLUB INC acknowledges receipt by means of a return email to the sender's email address. Any notice to any Member is deemed to have been served if directed to the address or other contact detail of the Member or the Member's Representative, as advised by the Member or the Member's Representative to THE RIDESHARE CLUB INC from time to time. Non-receipt of such message shall in no way invalidate or affect any matter or proceeding to which it relates.