



# THE RIDESHARE CLUB

## THE RIDESHARE CLUB INC.

Rules and Regulations

**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

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### 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

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### 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 24 hours. If the club is not notified within the certain time frames the club has the right not to accept the lodgment of the claim. The club does not accept verbal accident reports. All Accident Claim and Report Forms should be completed in full and received at the club’s office by email within 24 hours of the incident occurring. Failure to report incidents may result in increased excesses in the event that any claim for discretionary cover benefits is accepted. Please refer to section 7.
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 3<sup>rd</sup> 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 strictly does not allow to get your car repaired from any other repairer in case of accident if individual breaches this rule can cause there all claims decline.
19. 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.
20. 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 a 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.
21. 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 be 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.
22. If the vehicle is a total loss then the indemnity will be at the market value price of the vehicle prior to the accident. If we decide to pay a total loss 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. The amount paid will be determined by an assessment report provided by the clubs independent assessor.
23. 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.
24. 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.
25. We do not cover, we will not consider claims if the vehicle was being driven by someone under the age of 21 or over 70 years.
26. 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.

- 27.** 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.
- 28.** 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, flood or any other natural disaster damages will not be covered
- 29.** 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.
- 30.** You have no right to have a claim considered if the Vehicle is being driven by someone under the age of 21.
- 31.** 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
- 32.** 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.
- 33.** 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
- 34.** 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.
- 35.** A 25% cancellation fees apply for the early termination of the contract.
- 36.** 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).
- 37.** 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.

- 38.** 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.
- 39.** 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.
- 40.** 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.
- 41.** 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.
- 42.** 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.
  - B. Vehicle registration papers
  - C. Bass statement
  - D. Uber 3 month Tax summery
- Fail to provide this information can cause club to refuse to pay loss on income.
- 43.** 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.
- 44.** The membership of a person ceases on resignation, expulsion or death.
- 45.** A member may resign by notice of 30 days in writing given to the Association.
- 46.** If your vehicle is reported as stolen, vandalized or maliciously damaged, the excess is payable in that case.
- 47.** Our members receive free tow facility in not at fault accidents
- 48.** In case of at fault accidents member is not entitled for loss of income or replacement vehicle
- 49.** 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.
- 50.** We will not consider claims under your Membership for damage, loss, cost or legal liability that is caused by or arises from or involves:
- (a) Unlicensed Drivers  

We will not consider claims where the driver of the Vehicle did not hold an open, full, current State or Territory driver licence AND a current Hire Drivers Licence. For the sake of clarity, a suspended licence is not current. We will also not consider claims where the driver of the Vehicle holds an international licence.
  - (b) Overdue Contribution  

If a Contribution payment is overdue, we can refuse to consider a claim for cover benefits.
  - (c) Agreements you enter into The Rideshare Club– Membership Rules  

Any agreement or contract you, or someone you authorised to drive or be in charge of your Vehicle, enter into accepting liability. However, we will consider claims if the legal liability would have existed without that agreement.

(d) Alcohol or drugs

An incident occurring when your Vehicle is being driven by, or is in the charge of, anyone who:

- (i) was under the influence of, or had their judgement affected by any alcohol, drug or medication;
- (ii) had more than the legal limit for alcohol or drugs in their breath, blood, saliva or urine as shown by analysis; or
- (iii) refused to take a test for alcohol, drugs or medication.

(e) Asbestos

Asbestos, asbestos fibres or derivatives of asbestos of any kind.

(f) Biological, chemical, other pollutant or contaminant

- (i) Any actual or threatened biological, bacterial, viral, germ, chemical or poisonous substance, pollutant or contaminant.
- (ii) Any looting or rioting following the actual or threatened release of any biological, bacterial, viral, germ, chemical or poisonous substance, pollutant or contaminant.
- (iii) Any action taken by a public authority to prevent, limit or remedy the actual or threatened release of any biological, bacterial, viral, germ, chemical or poisonous substance, pollutant or contaminant

(g) Confiscation or repossession

Legal confiscation or repossession of your Vehicle or its contents.

(h) Condition of Vehicle

- (i) Any structural, mechanical, electrical or electronic failure or breakdown.
- (ii) Any mould, mildew, wear, tear, rust, corrosion or depreciation.
- (iii) Your Vehicle if it was damaged, unsafe or un-roadworthy at the time of the incident.

(i) Consequential losses or other extra costs

Consequential losses (financial and non-financial loss) or extra costs following an incident covered by your Membership, such as:

- (i) Loss of income or wages;
- (ii) Medical expenses;
- (iii) The cost of your time (e.g. inconvenience);
- (iv) Professional, expert, legal consulting or valuation costs unless you obtained our prior written authority to incur these costs;
- (v) Any costs related to stress or anxiety;
- (vi) Your Vehicle's value (including its trade-in or resale value) is less after being repaired;
- (vii) Costs, including the cost of your time, to prove your loss or to help us with your claim for discretionary cover benefits (e.g. telephone calls, postage);
- (viii) Travel costs;

- (ix) Cleaning costs; or
- (x) Any costs not covered by your Membership.
- (j) Dangerous goods
  - Your Vehicle being used to illegally store or transport:
    - (j) Substances that pollute or contaminate;
    - (ii) Dangerous or hazardous goods.
- (k) Drivers under 21 years
  - Your Vehicle when being driven by a person under 21 years of age.
- (l) Driving a damaged Vehicle
  - Additional damage caused to your Vehicle by driving it after it has been damaged in an incident.
- (m) Exceeding loading or passenger limits
  - Your Vehicle when it is:
    - (i) carrying any load which is not secured according to law, over the legal limit or more than what your Vehicle was designed to carry; or
    - (ii) carrying more passengers than the Vehicle was designed for, or more than the driver is permitted to carry by law.
- (n) Failure to take reasonable precautions
  - Your, or a person acting with your express or implied consent, failure to take reasonable precautions to prevent loss, damage or legal liability. For example:
    - (i) If your Vehicle is stolen because you, or a person acting with your express or implied consent, have left the keys in the Vehicle unattended.
    - (ii) If your Vehicle is stolen because you, or a person acting with your express or implied consent, have left the keys unattended (such as in a letterbox).
- (o) Theft
  - Theft of your Vehicle or theft of an item in, on or attached to your Vehicle by any person who has rented your Vehicle unless at the time the Vehicle was rented, you sighted and obtained copies (front and back) from the person who rented your Vehicle:
    - (j) a current and valid driver licence which shows a photograph of the person who rented your Vehicle;
    - (ii) additional Australian or state-issued documents to attain a total of 100 points of ID; and
    - (iii) the theft has been reported to the relevant state or federal law enforcement agency (Police), an event number has been provided and the Police have deemed the incident to be a theft.
- (p) Intentional loss or damage
  - Intentional loss or damage caused by you, or a person acting with your express or implied consent.
- (q) Motor sports or similar activities
  - Your Vehicle being used:
    - (i) in, or being tested in preparation for, a race, contest, trial, test, hill climb or any motor sport; or

- (ii) on a competition racetrack, competition circuit, competition course or competition arena unless your Vehicle:
  - (i) is being driven as part of a driver education course that does not involve speeds in excess of 100km/h or the timing of vehicles; or
  - (ii) you have told us about this use of your Vehicle and we have agreed to cover you.
- (r) Non-standard items
 

Any vehicle additions that are non-standard including but not limited to headlight and bonnet protectors, towbars, bumper bars, window tinting and non-standard wheels or rims.
- (s) Personal property
 

Any personal property including but not limited to car or mobile phones, cash and personal effects, tools, sports goods.
- (t) Radioactivity/nuclear materials
 

Radioactivity or the use, existence or escape of nuclear fuel, nuclear material or waste; or action of nuclear fission including detonation of any nuclear device or nuclear weapon; or any looting or rioting following these incidents.
- (u) Reckless acts
 

Any intentional or reckless act by you, the driver of the Vehicle or by a person acting with your express or implied consent (such as street racing, burnouts or donuts).
- (v) Revolution, war
 

Revolution, hostilities, war or war like activities or other acts of foreign enemy, military coup; or any looting or rioting following these incidents.
- (w) Unlawful purposes
 

Your Vehicle being used for unlawful purposes.
- (x) Incorrect fuel usage
 

Loss or damage to your Vehicle (including damage to your Vehicle's engine or fuel system) caused by the incorrect type of fuel being used.
- (y) Replacement of non-damaged parts
 

The replacement of non-damaged parts which includes items that are part of a whole set when the loss or damage occurred to only part of that set (such as alloy wheels).
- (z) Tyres
 

Damage to your Vehicle's tyres caused by braking, punctures, road cuts or bursting.
- (aa) Intentional damage
 

We will not consider claims relating to loss or damage which is actually or suspected to be caused intentionally, wilfully or deliberately to your Vehicle.
- (ab) Unlisted Driver
 

Unlisted household member or unlisted driver will not be covered.
- (ac) Hail, flood or any other natural disaster damages will not be covered

## Part 6— Claim for discretionary cover benefits

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### 6.1 Making a claim for discretionary cover benefits

All incidents MUST be reported to the Club, in writing, as soon as possible after they occur and in any event within 24 hours of the incident occurring. This includes any incident where the Member's Vehicle has no damage but may be held responsible for the incident.

The Club does not accept verbal accident reports. All Accident Claim and Report Forms should be completed in full and received at the Club's office within 24 hours of the incident occurring.

Failure to report incidents may result in increased excesses in the event that any claim for discretionary cover benefits is accepted. Please refer to section 7.

If you receive a letter of demand, or any other legal notice, within the 7 day notification period, you must inform the Club immediately. This must be in writing to [admin@therideshareclub.com.au](mailto:admin@therideshareclub.com.au) and a copy of the letter or notice must be provided. If you fail to do so and legal proceedings are subsequently commenced, we will not be liable for the legal costs arising out of, or in connection with, those legal proceedings, even if your claim for discretionary cover benefits is accepted by us.

You must not start any legal proceedings against the person or entity who caused the loss, damage or liability without first obtaining the Club's written consent. We will only consider participating in such legal proceedings where you have lodged a claim for discretionary cover with us, we have agreed to pay your claim and it is in the interests of the Members of The Rideshare Club for us to do so.

### 6.2 What you must do

Step 1 Make sure everyone is safe. For emergencies, call 000.

Step 2 Try to prevent further loss or damage.

You must do everything you reasonably can to limit and prevent further loss or damage (e.g. move your Vehicle off the road and put on your hazard lights).

Step 3 Report the incident to the authorities.

If someone is injured or has stolen, attempted to steal or maliciously damaged your Vehicle, call the police immediately and record the time, date, report number and the name of the reporting officer.

Step 4 Do not admit liability or responsibility to anyone.

Take photos if possible and reasonable.

Step 5 Collect details of all drivers, passengers and witnesses.

You will need these when you complete your claim form. Make sure you have their full names, addresses and contact numbers. You will need the other drivers licence number and expiry. You are required to produce your licence to the other party and you need to sight their drivers licence also. If another vehicle is involved, record its registration number, the make, model, colour and year of the other vehicle. Obtain from the driver of the other vehicle their insurance cover details (insurance company and policy number, if available). Do not admit fault to anyone.

Step 6 Note all the damage caused by the incident, both to your vehicle and the other vehicle.

Take photos of the damage if possible and note any pre-existing damage to the other vehicle(s).

### 6.3 If you have caused damage to other people's property

Tell us about any incident that has caused damage to other people's property, even if there is no damage to your Vehicle, using the Accident Claim and Report Form. You also must immediately tell us about any demands made on you to pay compensation to others, along with any court actions or offers of settlement and send these to us. If you do not tell us about these and it results in further costs, you may have to pay those costs.

## 6.4 Processing claims

To process the claim for discretionary cover benefits, you must provide all reasonable assistance to us to process your claim, including but not limited to doing the following:

- (a) Talk to or meet with us and any experts we choose, such as an assessor, investigator, repairer and/or solicitor;
- (b) Assist us in handling your claim for discretionary cover benefits. This can include agreeing to be interviewed and/or providing relevant documents we ask for (e.g. proof of ownership) and/or completing any forms that we may require;
- (c) Either drive (if it is safe to do so) or let us move your Vehicle to a repairer chosen by us, or another location nominated or agreed to by us, so we can assess the damage and progress your claim for discretionary cover benefits;
- (d) Allow us to recover, salvage or take possession of your Vehicle;
- (e) If the Vehicle is subject to finance and/or is held as security by a third party financier, give us the full contact details for the financier and discharge the security over the Vehicle;
- (f) Give us authority to access any MT data, GPS data, police reports or police investigations;
- (g) Sign and/or procure the relevant driver of the Vehicle to sign any necessary instrument or document to grant us the right to take legal action in your name or in the name of the driver of the Vehicle to recover money from the person or entity who caused the loss, damage or liability;
- (h) Sign and/or procure the relevant driver of the Vehicle to sign any necessary instrument or document to grant us the right to defend any legal action against you or the driver of the Vehicle which arises as a result of the subject of the claim for discretionary cover benefits; and
- (i) Attend court to give evidence if we ask you to, or supply evidence or provide documents to support an ongoing court matter. This applies to both the Member and the driver of the Vehicle at the time of the accident. Members are to ensure the drivers appear before the courts when required at our request and supply a copy of the Bailment Agreement or Rental Agreement.

If you fail to provide us with reasonable assistance, we may:

- (i) decide not to exercise our discretion to pay your claim for discretionary cover benefits;
- (ii) recover costs we have incurred in relation to your claim from you by, amongst other things, commencing proceedings against you; and/or
- (iii) cancel your Membership.

Note: In this section 'you' means you and, if you were not driving your Vehicle, the driver of your Vehicle.

## 6.5 What you must not do

- (a) Do not admit liability or responsibility to anyone to pay for any damage unless we agree;
- (b) Do not negotiate or promise payment;
- (c) Do not authorise any repairs;
- (d) Do not get rid of any damaged parts of your Vehicle or your property without our consent;
- (e) Do not accept payment from someone who admits fault for loss or damage to your Vehicle. Please refer them to us.

## 6.6 If you do not comply

If you do not comply with 'What you must do' and 'What you must not do', we may:

- (a) decide not to exercise our discretion to pay your claim for discretionary cover benefits;

(b) recover costs we have incurred in relation to your claim from you by, amongst other things, commencing proceedings against you; and/or

(c) cancel your Membership.

## **6.7 If we decline a claim for discretionary cover benefits**

When you contact us to make a claim for discretionary cover benefits, we will tell you if we can consider it and whether we will exercise discretion to pay it. If we can't, we will tell you why. In some cases, we will allow you to lodge your claim for discretionary cover benefits, but we will need to further assess it before making a decision. If we then decide to decline your claim for discretionary cover benefits, we will give you our reasons in writing.

## **6.8 How to establish your loss**

(a) Establish an incident took place

When making a claim for discretionary cover benefits you must be able to prove that an incident covered by your Membership took place. If you do not do this, we will not be able to consider your claim.

We may obtain the following from the police:

- (j) confirmation that you reported the incident;
- (ii) details of any investigations they undertook; and
- (iii) any other relevant information.

We may obtain the following information from the taxi booking company or ride-sharing organisation:

- (iv) GPS location of your Vehicle at the time of an accident;
- (v) driver details of the person in charge of your Vehicle; and
- (vi) any other relevant information.

You must give us authority to access these records, if we ask.

(b) Describe your loss or damage

It is the responsibility of the Vehicle driver and owner to complete the Accident Report and Claim Form. Verbal reports are NOT acceptable.

You must also give us accurate and full details of the loss or damage and give us proof of value and ownership, if we ask.

Proof includes documents such as registration papers, sales receipts, service records, valuations, warranties or log books for your Vehicle. If you are unable to reasonably substantiate your claim for discretionary cover benefits, including proof of your taxable income in the event of a personal accident claim, we can reduce or refuse your claim for benefits.

## **6.9 How the Goods and Services Tax (GST) affects your Membership**

You must tell us about the input tax credit (ITC) you are entitled to for your Contribution and your claim, each time you make a claim. If you do not give us this information or if you tell us an incorrect ITC, we will not pay any GST liability you incur.

If your car is a total loss or we make a cash settlement to you for repairs, we will reduce any payment we make by an amount equal to your input tax credit entitlement, if any.

In all other circumstances, our liability to you will be calculated considering any ITC to which you are entitled for any acquisition which is relevant to your claim, or to which you would have been entitled had you made a relevant acquisition.

Any payment we make to settle your claim will be considered to be made in full even if the amount we pay has been reduced as described above.

## Part 7—Excess

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### 7.1 What is an excess?

An excess is the amount you must pay for each incident when you make a claim for discretionary cover benefits. For example, if the rear and front of your Vehicle have been damaged, then you must make two claims for discretionary cover benefits and pay the excesses that apply for each claim for benefits.

### 7.2 Amount of the 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 be included in your Certificate of Cover. Total loss, fire and theft claims incur an additional \$7,000 excess on top of the basic excess. Third party loss more than \$10000 Excess incur an additional \$2500 excess 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

In addition, if you:

- (a) fail to lodge a claim for discretionary cover benefits within 7 days of the incident date, then the excess you will have to pay is 10 times the amount of excess noted on your Certificate of Cover;
- (b) fail to lodge a claim for discretionary cover benefits 3 months to 6 months after the incident date, then the excess you will have to pay is 20 times the amount of excess noted on your Certificate of Cover; and
- (c) fail to lodge a claim for discretionary cover benefits more than 10 months after the incident date, then the excess you will have to is 30 times the amount of excess noted on your Certificate of Cover.
- (d) Drivers Under the age of 21 years NOT COVERED
- (e) Unlisted or holder of International license Drivers NOT COVERED

### 7.3 How to pay your excess

We will ask you to pay us the excess, regardless of if you are at fault or not at fault in the accident.

You must pay the excess in full before we consider any claim for discretionary cover benefits, or provide any discretionary cover benefits under this Membership. We will usually ask for your excess when you first lodge your claim. If we do not accept your claim, then we will return any excess you have paid. For the sake of clarity, we will not make any payments for discretionary cover benefits under the claim until the excess is paid in full, including but not limited to, the cost of repairs, legal costs and any associated costs.

We may not cover any legal or other costs that arise because of any delay in paying the excess.

In the event of a not at fault claim, your excess may be refunded to you once all costs incurred by us have been recovered from the at fault party, at the discretion of the Trustee.

## Part 8—How we settle your claim for discretionary cover benefits

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The Club has absolute discretion as to how it decides if and when it will settle a claim and how much will be awarded. The following are guidelines used for establishing the settlement amount.

### 8.1 We choose how your claim for discretionary cover benefits is settled

If we agree to pay a claim for discretionary cover benefits for loss, theft or damage to your Vehicle we will decide if we will:

- (a) repair the damage; or

- (b) replace the damaged parts of your Vehicle; or
- (c) settle your claim for benefits as a Total Loss.

## Part 9— If your Vehicle is damaged

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### 9.1 We will choose the repairer

We will manage the repair process through one of our preferred repairers as follows:

- (a) we will choose the repairer;
- (b) we will authorise repairs;
- (c) you will be kept informed of the progress of the repairs; and
- (d) you will be advised when your Vehicle is ready for collection.

We reserve the right to choose and change the repairer at any given time at our discretion. For the sake of clarity, if we pay the towing costs to transport your Vehicle to a repairer chosen by you then we still reserve the right to choose a different repairer. If we choose to send your Vehicle to a different repairer, we will pay for the towing costs to move your Vehicle to the other repairer.

### 9.2 If we do not authorise repairs

If we do not authorise repairs, we will pay you the amount we deem it would have cost us to repair your Vehicle. In determining this amount, we will take into consideration a quote from a repairer we choose or any such amount as determined by an assessor we choose. The amount that we will pay remains at our complete discretion, and may be the amount quoted by the repairer, the amount determined by the assessor or any other amount we consider is appropriate in the circumstances of your claim.

Any assessment report we obtain from an assessor for the purpose of determining the amount we will pay to you where we do not authorise repairs is for our internal use only, to assist with our decision-making and remains our property. We do not have to share or disclose the content of this document with you.

### 9.3 If your Vehicle is not safe to drive

You must arrange to move your Vehicle to a repairer chosen by us, or to another location nominated by us.

### 9.4 If your Vehicle is safe to drive

We will arrange a time with you to take your Vehicle to a repairer chosen by us, or to another location nominated by us.

### 9.5 Contribution to repairs

You might have to contribute to the cost of repairing tyres, engines, accessories, modifications, paintwork, bodywork, radiators, batteries or interior trims affected by neglect, wear and tear, weathering, rust, mould, mildew or corrosion. We will determine how much you pay depending on how worn these items were when the damage happened.

If you do not agree to pay these amounts, we will pay you the amount determined by us to be the cost of repairs less any contribution charges.

### 9.6 If your Vehicle is a Total Loss

Your Vehicle becomes a Total Loss when we decide it is uneconomical, impractical or unsafe to repair in which case we will pay you the depreciated value less any deductions that apply.

If we choose to settle your claim for discretionary cover benefits as a Total Loss, we will deduct any unpaid excess or unpaid Contribution.

If we choose to settle your claim for discretionary cover benefits as a Total Loss and the Vehicle is subject to a loan and/or is held as security by a third party financier, the club will either:

- (i) pay all or part of the settlement amount to the financier as is necessary for the financier to discharge its security interest over the Vehicle and allow us to receive title and possession of the Vehicle salvage. Following which, we will then pay the balance of the settlement amount (if any) to you; or
- (ii) require you to discharge the security interest over the Vehicle prior to any settlement amount (if any) being paid to you.

If the settlement amount will not cover the outstanding amount owed to the financier, we will pay all of the settlement amount to the financier and you must pay the balance owing to the financier to ensure they discharge their security interest over the Vehicle so that we may receive title and possession of the Vehicle salvage. If you are unable or unwilling to pay the balance owing, we may decide to exercise our discretion not to pay you any benefits under your claim.

Furthermore, if we process, settle or pay your claim and the security over the Vehicle is not discharged, you will be required to pay us all costs that we have incurred in processing, settling or paying your claim.

Note: you will be required to execute a release prior to any settlement amount being paid to you.

### **9.7 We own the Vehicle salvage**

When we pay you for the Total Loss, your Vehicle salvage becomes our property.

### **9.8 After we pay your claim for discretionary cover benefits**

- (a) Does your claim for discretionary cover benefits affect your cover?
  - (i) If we pay you the cost of repairs, your Membership continues.
  - (iii) If your Vehicle is a Total Loss, then your Membership ceases. There is no refund of the unused Contribution. You may, of course, apply for Membership in respect of your replacement Vehicle, if any.
- (b) Our right to recover discretionary cover benefits we pay from those responsible

After we pay a claim for discretionary cover benefits under this Membership, you irrevocably appoint us (and/or our nominated debt recovery agent and/or legal representative) as your agent and representative to claim and recover the money we have paid from the person or entity who caused the loss, damage or liability.

You give us absolute discretion to take whatever means necessary to claim and recover the money we have paid. This may include the commencement of legal proceedings, in the relevant court or tribunal, in your name.

You give us absolute discretion to give instructions, on your behalf, to legal representatives to carry-on and settle the legal proceedings as we deem fit.

You authorise us to receive, retain and apply all such recovered monies towards the money we have paid, and the costs incurred in recovering them. In some instances, we may recover more than the money we have paid in which case you authorise us to retain the excess monies.

You must give us all the help we need to do this, including procuring the necessary subrogation rights from other drivers of the Vehicle.

If we recover money that belongs to you and was not part of the claim for benefits we paid, we may pay this to you at our discretion.

## Part 10— Authorities

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### 10.1 Authorities

If we accept your claim for discretionary cover benefits under this Membership, you irrevocably appoint us (and/or our nominated debt recovery agent and/or legal representative) as your agent and representative to act on your behalf with respect to the subject of the claim. For the sake of clarity, if you have lodged a claim as a result of a motor vehicle accident, and we accept your claim, then you irrevocably appoint us (and/or our nominated debt recovery agent and/or legal representative) as your agent and representative to act on your behalf with respect to the motor vehicle accident.

You give us absolute discretion to take whatever means necessary to claim and recover any money we have paid. This may include the commencement of legal proceedings, in the relevant court or tribunal, in your name.

You give us absolute discretion to act on your behalf to defend any legal proceedings.

You give us absolute discretion to give instructions, on your behalf, to legal representatives to carry-on and settle any legal proceedings as we deem fit.

You authorise us to receive, retain and apply all such recovered monies towards any money we have paid, and the costs incurred in recovering them. In some instances, we may recover more than the money we have paid in which case you authorise us to retain the excess monies.

You must give us all the help we need to act on your behalf, including procuring the necessary subrogation rights from other drivers of the Vehicle.

If we recover money that belongs to you and was not part of the claim for benefits we paid, we may pay this to you at our discretion.

Note: in this section 'you' means you and, if you were not driving your Vehicle, the driver of your Vehicle.

## Part 11— Other important information

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### 11.1 When you need to contact us

#### (a) Changes in your details and Vehicle

You need to tell us immediately in writing if:

- (i) any details are no longer accurate e.g. Vehicle plate change;
- (ii) your contact details change;
- (iii) you replace your Vehicle;
- (iv) there are any changes to the physical condition of your Vehicle;
- (v) you plan to, or have, added accessories or modifications to your Vehicle;
- (vi) the drivers of your Vehicle change;
- (vii) the way you use your Vehicle changes;
- (viii) you wish to cancel your Membership;
- (ix) driving history of drivers change;
- (x) any driver of the Vehicle has any criminal history related to fraud, theft, burglary, drugs, arson, or any criminal, malicious or wilful damage.

- (b) What we will do when you contact us

When you contact us and tell us about these changes, we may decide to increase or impose an excess, charge an extra Contribution or apply a special condition to your Membership. In some cases, it could mean we can no longer cover you and we will cancel your Membership, and there will be no refund of the unused Contribution.

## 11.2 Limitation of liability of Members

The Constitution provides that the liability of each Member is limited to their Contribution and that neither the club committee nor a creditor of the club committee has any claim of any nature against a Member for any liabilities incurred with those parties in the management of The Rideshare Club Inc. However, because this is a matter which can only ultimately be determined by the courts, no assurance or guarantee is given that Members' liability will be limited in a manner discussed above.

## 11.3 Privacy

The Club takes all reasonable steps to protect your personal information. Personal information is collected for the purpose of providing membership and the club will use your personal information for:

- (a) processing your Application Form for Membership;
- (b) administering The Rideshare Club; and
- (c) any purpose related to the above purposes.

If you provide incomplete or incorrect information, we may be unable to provide you with Membership.

The Club may need to collect personal information about a third party from you as part of this Application Form. If we do this, you agree you will advise that person that we have collected their information, and that in most cases they can access and seek correction of the information we hold about them.

Your personal information may be disclosed to related entities of the club and any organisation (such as an accountant or auditor) involved with the administration of the The Rideshare Club for any of the above purposes.

The provision of the personal information requested is needed to allow your application to be processed. In most cases you can gain access to and seek correction of your personal information. Should you wish to do so, or if you have any queries about your information, please contact us on (03) 9043 2477.

You should also read our privacy policy. Our privacy policy contains information about:

- (a) how you can access and seek correction of your personal information; and
- (b) how you can complain about a breach of the privacy laws by the Club and how we will deal with a complaint.

Our privacy policy is available by telephoning (03) 9043 2477.

## Part 12— Meeting of Members

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The Trustee may convene a meeting of Members at any time. Examples of circumstances where meetings may be called include to wind up Assurance Cover Australia. Members also have limited rights to call meetings and have the right to vote at any Member meetings.

Except where the Corporations Act 2001 requires otherwise, a resolution of Members must be passed by Members exceeding 50% of Members. A resolution passed at a meeting of investors held in accordance with the Constitution binds all Members.

## Part 13— Cooling off

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There are no cooling off rights that apply to an application for Membership.

## Part 14— Your obligations

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### 14.1 Your disclosure obligations

You have an obligation to tell us everything you know, or could reasonably be expected to know, that is relevant to our decision to accept your Membership and provide cover under The Rideshare Club.

It includes matters we specifically ask about when you apply for Membership and any other matters which might affect whether we cover you and on what terms. The information you tell us can affect:

- (a) the amount of your contribution;
- (b) if we will cover you; and
- (c) if special conditions will apply to your Membership.

You do not need to tell us of anything which reduces the chances of you making a claim for discretionary cover benefits. If you are unsure about whether to disclose information to us, it is better to tell us. If you do not tell us something which you know or should know is relevant, we might reduce a claim for discretionary cover benefits, refuse to pay a claim for discretionary cover benefits, cancel your Membership or, if fraud is involved we can treat the Membership as if it never existed.

### 14.2 Your responsibilities

You must take all reasonable precautions to prevent damage or theft to the vehicle. This includes:

- (a) keep your Vehicle well maintained and in a good and roadworthy condition (e.g. replace worn out tyres, replace worn brakes and defective lights, fix paint problems, repair major rust, repair worn upholstery and repair major scratches or dents);
- (b) service your Vehicle and keep records of this in case you need to claim for benefits for mechanical damage resulting from an incident;
- (c) move your Vehicle away from rising flood waters;
- (d) remove keys when no one is in the Vehicle;
- (e) lock all doors and windows when your Vehicle is parked and unattended;
- (f) follow all the terms, conditions and responsibilities set out in the Membership Rules; and
- (g) provide honest and complete information for any claim for discretionary cover benefits, statement or document supplied to us.

This is not an exhaustive list. If you are uncertain, please contact the Club directly or refer to the Membership Rules. The Trustee has absolute discretion on the payment of any claim for benefits dependent on the circumstances.

### 14.3 Not meeting your responsibilities

If you do not meet your responsibilities, it may lead us to do either or both of the following:

- (a) reduce or refuse to pay your claim for discretionary cover benefits; and/or
- (c) cancel your Membership.

If fraud is involved, we can treat your Membership as if it never existed.

## 14.4 Special conditions

We may impose special conditions on your Membership that might exclude, restrict or extend cover for a person or particular matter. For example, we may not be able to cover certain drivers.

## Part 15— Refunds

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Your Contributions are non-refundable except in limited circumstances. If you cease to be a Member during any part of a year, then any Contributions paid will not be returned to you. You must provide one month's written notice to us if you wish to terminate your Membership

The Rideshare Club. The notice must be sent by way of email to [admin@therideshareclub.com.au](mailto:admin@therideshareclub.com.au).

## Part 16—Underwriting Policy

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- 16.1 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.
- 16.2 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.
- 16.3 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 17—Disciplinary Action

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### 17.1 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.

### 17.2 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 18--- Updated Information

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- 18.1 Where there is a change to information which is not materially adverse to investors/members, this updated information will be made available on our website at [www.therideshareclub.com.au](http://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
- 18.2 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.
- 18.3 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.