



RideCover Insurance

Product Disclosure Statement (PDS)

Protecting owners whose vehicles are used for Rideshare

www.sharecover.com

Preparation date: 5th November 2019

ShareCover is issued by Insurance Australia Limited, ABN 11 000 016 722,
AFS Licence Number 227681 trading as ShareCover Enterprises

Key features and benefits | RideCover

What you're covered for | **Loss or damage to your Vehicle** Included

Collision or crash ✓

Explosion ✓

Fire (but not bushfire) ✓

Malicious act/s ✓

What you're covered for | **Additional benefits** Included

Towing ✓

Vehicle pick up and return ✓

What you're covered for | **Liability cover** Included

Liability ✓

Important note: The Policy provides cover only while Your Vehicle is being used for Rideshare Services through a Rideshare Platform and is not intended to provide cover at any time when the Vehicle is not being used for Rideshare Services.

RideCover at a glance | here's a quick summary

Here's a summary of the key details about RideCover insurance. In this Product Disclosure Statement, we set out the full details about Your cover and any limits, exclusions and conditions that may apply.

Who We cover

Under Your Policy, We cover:

- Your Vehicle
- You and a Nominated Driver of Your Vehicle

What We insure

Your Vehicle:

- Only when Your Vehicle is used by You for the provision of Rideshare Services through a Rideshare Platform

What We pay if We accept Your claim

For Your Vehicle:

- The cost to repair or replace Your Vehicle up to the Market Value to a maximum of \$50,000

For liability:

- The cost to compensate for damage to property up to \$10,000,000

What You're covered for

Listed events

- We cover loss or damage to Your Vehicle caused by certain events – for example collision or malicious act

Additional benefits

- We cover other costs You may occur in certain situations – for example, towing.

Liability cover

- We cover claims made against You for loss or damage to someone else's property arising out of use of Your Vehicle for Rideshare Services

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ShareCover RideCover Product Disclosure Statement

ShareCover RideCover is issued by Insurance Australia Limited, ABN 11 000 016 722, AFS Licence Number 227681 trading as ShareCover Enterprises.

You can contact Us in relation to this insurance by:

E-mail: contact@sharecover.com

Post: ShareCover Enterprises, Level 3, 2/201 Sussex St, Sydney, NSW 2000.

Website: www.sharecover.com

This Product Disclosure Statement ('PDS') tells You about this insurance and is designed to help You make an informed choice before buying this insurance. This PDS explains Your cover, what happens in the event of a claim, and what You need to do when You insure with Us. It is important that You read this document and the Certificate, understand the cover provided, make sure all the information is correct and if You need to change anything, contact Us.

From time to time We will need to update this PDS. If the update results in a material change from the PDS You hold, We will send You another PDS or a supplementary PDS. You may request a copy of the PDS free of charge at any time by contacting Us.

We may pay remuneration to insurance intermediaries when We issue, renew or vary a Policy the intermediary has arranged or referred to Us. The type and amount of remuneration varies and may include commission and other payments. If You require more information about remuneration We pay Your intermediary You should ask Your intermediary.

Important information

Summary of what You are covered for

RideCover is designed to address the needs of Vehicle owners who are using their Vehicles for the provision of Rideshare Services through a Rideshare Platform. RideCover provides cover for loss or damage to Your Vehicle, and liability arising out of use of the Vehicle, whilst being used for the provision of Rideshare Services.

The Policy provides cover only while Your Vehicle is being used for the provision of Rideshare Services through a Rideshare Platform and is not intended to provide cover at any time when the Vehicle is not being used for the provision of Rideshare Services. The cover includes:

- loss or damage to Your Vehicle caused by certain listed events;
- legal liability arising from use of the Vehicle that causes loss or damage to someone else's property; and
- additional benefits within the limits set out in this PDS,

occurring while the Vehicle is being used for Rideshare Services offered through a Rideshare Platform – see 'Important note' below.

Important note

RideCover provides cover only in relation to loss or damage occurring and legal liability incurred while the Vehicle is being used for Rideshare Services through a Rideshare Platform during the Period of Insurance. It does not cover any

loss or damage occurring or legal liability incurred at any time the Vehicle is not being used for the provision of Rideshare Services. RideCover also only provides cover for loss or damage to Your Vehicle to the lesser of the Market Value of Your Vehicle or \$50,000. This means that Your Policy may not provide You with amount sufficient to indemnify You for loss or damage to Your Vehicle in the event of a claim.

RideCover is not intended to replace the comprehensive or third-party insurance for Your Vehicle but is intended to provide cover for loss or damage caused by certain listed events and liability incurred while Your Vehicle is being used for Rideshare Services through a Rideshare Platform. You should ensure that You have and maintain comprehensive or third-party insurance to cover Your Vehicle against loss and damage from risks you wish to insure against during periods other than during the provision of Rideshare Services through a Rideshare Platform. RideCover only provides cover for loss or damage from collision or crash, explosion, fire or a malicious act and does not cover loss and damage caused by any other event including that it does not provide cover for loss or damage caused by any natural peril or disaster or theft or attempted theft.

You can choose between types of cover under this Policy. A 'Part-time Driver policy' will cover You if Your Vehicle is available for Rideshare Services through a Rideshare Platform for less than 30 hours per week. A 'Full-time Driver policy' will cover You if Your Vehicle is available for Rideshare Services through a Rideshare Platform for 30 hours or more per week. The type of Policy you have selected will be shown on Your Certificate.

If You have a 'Part-time Driver policy' You must advise Us if the number of hours Your Vehicle is available for Rideshare Services through a Rideshare Platform each week changes from less than 30 hours per week to 30 hours or more per week during the Period of Insurance. If this occurs, You can cancel your 'Part-time Driver policy' and purchase a 'Full-time Driver policy'. If You have a 'Full-time Driver policy' and You advise Us that the number of hours Your Vehicle is available for Rideshare Services through a Rideshare Platform each week has changed from 30 hours or more to less than 30 hours per week, You can cancel Your 'Full-time Driver policy' and purchase a 'Part-time Driver policy' and You will be paid any refund of the 'Full-time Driver policy' Premium that is due.

It is Your responsibility to ensure that this Policy is appropriate to Your needs.

We are only liable to compensate You for the true cost of repairing or replacing Your Vehicle or pay You the Market Value of Your Vehicle or \$50,000, whichever is lower, for loss or damage covered under this Policy.

This is only a summary of Your cover. It is important that You read the PDS in full and Your Certificate to ensure that You understand the limitations of Your cover.

Code of Practice (Code)

The purpose of the Code is to raise the standards of practice and service in the general insurance industry. The objectives of the Code are:

- a) to commit Us to high standards of service;
- b) to promote better, more informed relations between Us and You;
- c) to maintain and promote trust and confidence in the general insurance industry;
- d) to provide fair and effective mechanisms for the resolution of complaints and disputes between Us and You;
and
- e) to promote continuous improvement in the general insurance industry through education and training.

Our commitment to You

We have adopted and support the Code and are committed to complying with it. Please contact Us if You would like more information about the Code.

Things You need to tell Us

There are things You must tell Us or We may refuse or reduce a claim or cancel Your Policy. We may cancel or change the terms of Your Policy if Your circumstances change.

You must tell Us if You:

- 1) change the address where You normally keep Your Vehicle;
- 2) increase the amount of time Your Vehicle is available for Rideshare Services through a Rideshare Platform from less than 30 hours per week to 30 hours or more per week or if You decrease the amount of time Your Vehicle is available for Rideshare Services through a Rideshare Platform from 30 hours or more per week to less than 30 hours per week;
- 3) change the way You use Your Vehicle; or
- 4) hire out Your Vehicle other than for Rideshare Services offered through a Rideshare Platform.

When You make a claim under this Policy, We will ask for information and documentation to show the amount of time Your Vehicle has been available for Rideshare Services through a Rideshare Platform for at least three months prior to the incident the subject of the claim. If this information and documentation shows Your Vehicle has been available for 30 or more hours per week on average for Rideshare Services through a Rideshare Platform and You have not told Us of this prior to the incident, We will require that You pay the additional Premium that would have been payable for a 'Full-time Driver policy'. If Your failure to advise Us of the increase in the amount of time Your Vehicle has been available for Rideshare Services through a Rideshare Platform is fraudulent, We may refuse to pay Your claim and/or cancel Your Policy.

Premium

If We accept Your application for this insurance, You must pay the Premium shown on the Certificate for this Policy.

How We calculate Your Premium

We determine Your Premium by considering a number of factors including but not limited to: Your Vehicle and where you keep it; the amount of time Your Vehicle is available for Rideshare Services through a Rideshare Platform; the amount and type of cover You require; the way You use Your Vehicle; and Your relevant claims and insurance experience. Factors that increase the risk to Us generally increase the Premium (e.g. a higher value of vehicle) and those that lower the risk generally reduce the Premium (e.g. a lower value of vehicle).

Your Premium also includes amounts that take into account Our obligation (actual or in some cases estimated) to pay any relevant compulsory government charges, taxes or levies (for example, stamp duty, GST and fire services levy).

Your Premium together with the actual amount of these individual charges, taxes or levies will be shown on the Certificate.

If You have any queries about this, please contact Us.

How to pay Your Premium

You must provide Your credit or debit card or other required payment details when You take out Your ShareCover RideCover Policy.

You can pay Your Premium upfront or by monthly instalments by direct debit from a credit or debit card or other account You nominate when You apply for the Policy.

Your current Certificate shows the Premium amount You need to pay and the due date for Your upfront Premium or for each monthly instalment.

If You pay Your Premium upfront, We will deduct the full amount of Your Premium at the time You take out the Policy from the credit or debit card or other account You nominated when You took out Your Policy.

If you pay Your Premium by instalments:

- You authorise Us to deduct these amounts by direct debit from the credit or debit card or other account You have nominated for instalment deductions;
- an instalment is unpaid if it is dishonoured, rejected, not received or We are otherwise unable to deduct it from the nominated credit card or account; and
- if any instalment remains unpaid for a month after its due date, We may cancel Your Policy.

Excess

The Excess is the amount You must contribute towards each claim made under this Policy. Your Excess will be shown on the Certificate.

You only have to pay one Excess on all claims You make under this Policy that arise out of the one event. You do not need to pay an Excess for:

- claims under Section 2: Liability cover; or
- claims relating to an incident that We agree was not in any way Your fault or the fault of any other person We cover under this Policy provided You can give Us the name and residential address of the at fault driver or at fault other party and their vehicle registration.

Changes to Your Policy

If You wish to change any details of Your Policy, You must access Your account at www.sharecover.com or contact Us at <https://sharecover.com/contact> or contact@sharecover.com . If We accept the changes, We will provide You with an updated Certificate that will confirm the change and advise You of any additional Premium payable or refund You will receive for such change.

Cooling off and cancellation

The Policy only provides cover during periods Your Vehicle is being used for Rideshare Services offered through a Rideshare Platform during the Period of Insurance. The Policy will only become active on the first day of the Period of Insurance on the Certificate.

You have 21 days (the 'cooling off' period) after You purchase Your Policy to change Your mind and tell Us that You want to cancel the Policy. We will refund Your Premium so long as You have not made a claim.

You may cancel Your Policy at any time by accessing Your account at www.sharecover.com or contacting Us. Your cancellation will be effective from the date of cancellation. If You pay Your Premium upfront, We will refund Your Premium for the period after cancellation. If You pay Your Premium by instalments, We will not charge You any further instalments from the time You cancel Your Policy, but We will not refund any instalment Premiums already paid. You will also be required to pay any Premium amount outstanding at the time of cancellation.

We may only cancel Your Policy in accordance with the *Insurance Contracts Act 1984 (Cth)* including if You do not comply with the Policy terms and conditions. If We cancel Your Policy, We will inform You in writing and We will refund Your Premium for the period after cancellation.

Renewal and expiry

At least 14 days prior to expiry of Your Policy We will give You notice in writing of the date and time at which Your Policy will expire and advise You if We are prepared to renew Your Policy. If We offer to renew Your Policy, You must pay the Premium shown on the renewal notice by the due date shown on the renewal notice.

Receiving your Policy documents

In taking out this Policy, You have consented to all notices under the Policy being provided electronically to the email address You have provided to Us.

Goods & Services Tax (GST)

All the benefits listed in this Policy include GST. If We cash settle a claim, Our claim payment will be based on a GST inclusive cost. However, if You are or would be entitled to claim any input tax credits for the Vehicle, We will reduce any claim by the amount of such input tax credits. If You (or any party entitled to a benefit under this Policy) are entitled to any input tax credit, You must tell Us the extent of Your entitlement.

Interested parties

If You have used all or part of the Vehicle as security for a loan with a credit provider, You must provide Us with information about this credit provider in the event that You make a claim for loss or damage to the Vehicle, and if We pay a cash settlement for a claim We may pay the credit provider in full or part settlement of Your claim. Please see 'Credit providers' rights' section in Part 1: Loss or damage to Your Vehicle.

Complaints

What to do if You have a complaint

We understand that occasionally issues may arise and You may have a complaint. We take complaints seriously and have a process through which We seek to resolve them. We will try to resolve Your complaint through the process outlined below and aim to work within the given timeframes to resolve the complaint. If Your complaint is not resolved within 45 days, You may wish to access external review options.

Step 1. Please contact Us

The first thing You should do is contact Us about Your concerns. Please provide Us with the best telephone number or e-mail address to reach You at. One of Our consultants will be in touch to try and resolve the complaint for You. If not, they will refer You to, or You may request to speak to, a manager.

E-mail: contact@sharecover.com

Web: <https://sharecover.com/contact>

The consultant or manager will attempt to respond to Your complaint as soon as possible. If they require more information, they will aim to respond within 15 business days of receipt of Your complaint.

Step 2. Contact Customer Relations

If the manager cannot resolve Your complaint, You may request the matter be referred to Our Customer Relations area or You can choose to contact them via the following options:

Telephone: 1800 045 517
E-mail: customer.relations@iag.com.au – Attention: Customer Relations
Mail: Customer Relations
Reply Paid 62759
Sydney NSW 2000
Free post (no stamp required)

Customer Relations will treat Your complaint as a dispute and assign one of their staff members to conduct an independent review of the matter. Customer Relations will contact You with a decision usually within 15 business days of receiving Your dispute.

3. Seek an external review

If You are unhappy with the decision, You may wish to seek an external review with the Australia Financial Complaints Authority (AFCA):

Online: www.afca.org.au
Email: info@afca.org.au
Phone: 1800 931 678 (free call)
Mail: Australian Financial Complaints Authority
GPO Box 3, Melbourne VIC 3001

Privacy

We use information provided by You to allow Us to offer Our products and services. This means that We may need to collect Your personal information, and sometimes sensitive information about You as well. We will collect this information directly from You where possible, but there may be occasions when We collect this information from someone else.

We will only use Your information for the purposes for which it was collected, other related purposes or as permitted or required by law. You may choose not to give Us Your information, but this may affect Our ability to provide You with insurance cover.

We may share this information with companies within Our group, government and law enforcement bodies if required by law and approved entities who provide services to Us or on Our behalf, some of which may be located outside of Australia.

For more details on how We collect, store, use and disclose Your information, please read Our Privacy Policy located at <https://sharecover.com/privacy.html>.

By applying, using or renewing any of Our products or services, or by providing Us with Your information, You agree to this information being collected, held, used and disclosed as set out in the Privacy Policy. Our Privacy Policy also contains

information about how You can access and seek correction of Your information, complain about a breach of the privacy law and how We deal with Your complaints.

Subrogation

Subject to the *Insurance Contracts Act 1984 (Cth)*, We have the right to recover any amount paid by Us from any person You may be able to hold liable (this is termed a subrogation right) and:

- We will have full discretion in the conduct, defence or settlement of any claim and the right to take any action in Your name;
- You will provide Us with all documents and information We require to conduct any action in Your name; and
- You and any other party entitled to recovery under the Policy must provide Us with all information and co-operation We may require in a timely fashion when requested by Us.

Financial Claims Scheme

You may be entitled to payment under the financial claims scheme in the unlikely event that IAL becomes insolvent. Access to the scheme is subject to eligibility criteria. Information about the scheme can be obtained from <http://www.fcs.gov.au>.

Section 1: Loss or damage to Your Vehicle

What is covered

We will cover Your Vehicle for loss or damage caused by one of the following listed events that occur during a period of Rideshare Services offered through a Rideshare Platform during the Period of Insurance up to the lesser of the Market Value of Your Vehicle or \$50,000:

- 1) collision or crash;
- 2) explosion;
- 3) fire; or
- 4) a malicious act.

Conditions

Under this Section 1: Loss or damage to Your Vehicle, We decide whether We will:

- 1) repair Your Vehicle;
- 2) pay You the reasonable cost of repairs to Your Vehicle as determined by Us; or
- 3) pay you the lesser of the Market Value or \$50,000 for Your Vehicle.

What is not covered

Under this Section 1: Loss or damage to Your Vehicle, You are not covered for:

- 1) loss or damage caused by, or resulting from, any event other than collision or crash, explosion, fire or a malicious act;
- 2) loss or damage caused by, or resulting from, bushfire or any fire caused by natural peril or disaster;
- 3) loss or damage caused by, or resulting from, Flood; or
- 4) any theft or attempted theft of the Vehicle.

What We will pay for a claim

If We agree to cover a claim for loss or damage to Your Vehicle, We will (at Our option):

- 1) repair Your Vehicle;
- 2) pay You the reasonable cost to repair Your Vehicle. We determine the reasonable cost to repair Your Vehicle looking at a range of factors. That may include quotes from Our partner repairers, our nominated repair methods for the type of damage to Your Vehicle and reports from Our assessors; or
- 3) pay You the lower of the Market Value of Your Vehicle or \$50,000. We may do this when We assess Your Vehicle to be a Total Loss or when We choose to do so. If We pay Your claim as a Total Loss, Your Policy ends, and You will not get a refund of Your Premium. We will keep Your Vehicle.

If We agree to cover a claim for loss or damage to Your Vehicle, We will also pay for any additional benefits that apply.

If We agree to cover a claim for loss or damage to Your Vehicle, We will deduct any amounts that apply to Your Policy and claim (for example, the Excess, unpaid Premium or unused registration and CTP insurance premium).

The most We will pay for loss or damage to Your Vehicle is the lower of:

- 1) the Market Value of Your Vehicle; or

2) \$50,000,

plus any additional benefits that apply.

Credit provider's rights

You must tell Us if You have used all or part of Your Vehicle as security for a loan with a credit provider. Your credit provider may be a bank, credit union or other type of lender. This may also apply if You lease or have a hire purchase agreement on Your Vehicle.

We will note Your credit provider on Your current Certificate.

When You have a noted credit provider:

- 1) We treat Your Vehicle as being under a finance arrangement;
- 2) We treat any statement, act, omission or claim by You as a statement, act, omission or claim by the credit provider; and
- 3) We may recover any payment either in Your name or the credit provider's name.

If We decide to pay You for a claim on Your Vehicle that is under a finance arrangement, We will first pay the credit provider the lower of the following amounts after deducting any Excess and other deductions that apply:

- 1) the lower of the Market Value of Your Vehicle or \$50,000;
- 2) the cost of repairing Your Vehicle; or
- 3) the balance owing to the credit provider under the finance arrangement.

If the credit provider is entitled to the salvage of the Vehicle, We will deduct the estimated salvage value of the Vehicle from any amount that We pay.

We will only pay the credit provider if they:

- 1) are noted on Your current Certificate; and
- 2) give Us any help We ask for.

If We make a payment to a credit provider, that that payment discharges Our obligations to You under Your Policy for the amount paid.

If We decide to settle Your claim as a Total Loss, before We settle Your claim:

- 1) We will check the Personal Property Securities Register to confirm whether any money is owing on Your Vehicle; and
- 2) You must settle any finance arrangement over Your Vehicle and remove it from that register.

Repairing Your Vehicle

If We choose to settle Your claim by repairing Your Vehicle, then We decide the best way to repair the damage.

You must not start, approve or authorise any repairs to Your Vehicle under any circumstances, unless you obtain Our prior written consent by contacting Us on contact@sharecover.com.

If You do start, approve or authorise any repairs, then We may not to pay for those repairs.

If We have cash settled Your claim instead of authorising repairs and then You arrange or authorise repairs, We are not responsible for any costs associated with those repairs.

If You make a claim and We agree to repair Your Vehicle, We will arrange for a Partner Repairer to fix Your Vehicle.

If We arrange for a Partner Repairer to fix Your Vehicle We will:

- 1) help find a repairer most convenient to You;
- 2) choose the most suitable repair method for the type of damage to Your Vehicle;
- 3) manage the whole repair process on Your behalf;
- 4) arrange for part of the repair to be carried out by a specialist service provider, if required – for example windscreen repairs; and
- 5) require You to contribute to the costs if the repairs to Your Vehicle leave it in a better condition than before the incident.

We are not responsible for making sure the repairer can complete the repairs when it suits You. We also do not cover:

- 1) any additional costs that may result if the repairer is delayed or has problems getting parts; or
- 2) any repairs not authorised by Us.

If We ask You, You must let Us or Our representatives inspect Your Vehicle at any time at a place We choose and allow Us to get quotations from any repairer or supplier. If so, We will:

- 1) tell You where You need to take Your Vehicle; or
- 2) arrange for it to be towed to a repairer or other place We choose.

If We need to move Your Vehicle to do this, We will pay for it.

We won't cover the cost for:

- 1) inspections or reports authorised by You without Our consent; or
- 2) dismantling fees, quoting fees or administration fees.

Generally, We use the following parts to repair Your Vehicle. If Your Vehicle is:

- 1) less than three years old, We use new Genuine Parts (when reasonably available); and
- 2) three years old or older, We use:
 - a) new Genuine Parts (when reasonably available); or
 - b) quality non-mechanical reusable parts.

Regardless of Your Vehicle's age, We may use Non-Genuine Parts for windscreens, sunroofs, window glass, radiators and air conditioning components.

We only use quality non-mechanical reusable parts when it:

- 1) is consistent with the age and condition of Your Vehicle;
- 2) does not affect the safety or the structural integrity of Your Vehicle;
- 3) complies with Your Vehicle manufacturer's specifications and applicable Australian Design Rules;
- 4) does not adversely affect the way Your Vehicle looks after it has been repaired; and

5) does not void or affect the warranty provided by Your Vehicle's manufacturer.

If Your Vehicle had any unrepaired damage before an incident, then You may need to contribute to the repair costs. You need to do that when the unrepaired damage results in Us having to repair more areas of Your Vehicle than:

- 1) were affected by the incident; or
- 2) We needed to replace.

For example, the bonnet of Your Vehicle is only partly damaged in a crash and can be repaired. The repairer notices that the bonnet has unrepaired hail damage. If there wasn't any hail damage, then We would have only needed to repair the damaged area of the bonnet. However, because of the unrepaired hail damage, We must replace the whole bonnet. So, We will ask You to contribute to the cost of those repairs.

We don't repair undamaged areas of Your Vehicle to create a uniform appearance.

For example, if an incident causes damage to the right panel of Your Vehicle, then We will only pay to respray the right panel. We won't pay the cost to respray the rest of the Vehicle.

For more details about how We settle your claim, see Section 5: Claims.

Businesses registered for GST

Before We make a payment, We deduct an amount equal to Your input tax credit entitlement. This applies to any amount We pay, including where We state that an amount will include GST.

Any payment We make to settle Your claim will be considered to be made in full even if We have reduced the amount We pay as described above.

Section 2: Liability cover

What is covered

We will cover You or a Nominated Driver for legal liability for loss or damage to someone else's property caused by the use of Your Vehicle during a period of Rideshare Services offered through a Rideshare Platform during the Period of Insurance up to a maximum of \$10,000,000 (inclusive of legal costs) for any one incident.

We will also cover passengers of Your Vehicle for any liability that arises from getting in, being in, or getting out of Your Vehicle during a period of Rideshare Services offered through a Rideshare Platform during the Period of Insurance.

What is not covered

Under this Section 2: Liability cover, You are not covered for:

- 1) any claim for, or related to, death or bodily injury;
- 2) any claim where there is insurance required by law that provides this cover or if such insurance was available to You and You did not take this cover;
- 3) loss or damage to property that You or any person We cover owns or has in Your or their control or possession;
- 4) any liability caused by the use of a hire car or any substitute vehicle;
- 5) the liability of a passenger who was under the influence of any alcohol or drug when the incident happened;
- 6) any claim for loss or damage that occurs as a result of the use of a trailer or caravan attached to the Vehicle;
- 7) any liability of an employer, principal or business partner of You or a Nominated Driver while You or the Nominated Driver are in charge of the Vehicle as their employee, principal or business partner or when another employee, principal or business partner has Your or a Nominated Driver's permission to use the Vehicle; or
- 8) any exemplary or punitive damages, fines or penalties claimed, ordered or awarded against You or any person We cover.

Conditions

Under this Section 2: Liability cover:

- 1) to be entitled to cover:
 - a) someone must make a claim against You or any person We cover for the incident; and
 - b) You or any person We cover must lodge a claim with Us for cover under this Section 2: Liability cover; and
- 2) We must agree to pay for any legal or other costs before they are incurred.

Section 3: Additional benefits

If You are entitled to cover under Section 1: Loss or damage to Your Vehicle, You are also entitled to the additional benefits set out in this Section.

Towing

If an incident occurs resulting in loss or damage to Your Vehicle that We have or will cover under Section 1: Loss or damage to Your Vehicle and Your Vehicle needs to be towed because it can't be driven or is unsafe to drive as a result of that incident, We will pay the reasonable cost to tow Your vehicle from the location of the incident to the closest of a place of safety, the nearest repairer or any other place We agree to.

We will cover the cost of one tow only. If Your Vehicle is towed more than once, We will decide which tow to pay for.

Vehicle pick up and return

If an incident occurs resulting in loss or damage to Your Vehicle that We have or will cover under Section 1: Loss or damage to Your Vehicle and Your Vehicle cannot be driven or is unsafe to drive as a result of that incident, We will arrange and pay the reasonable cost to transport Your Vehicle:

- 1) from the scene of the incident to a repairer; and
- 2) from Your home or usual place of work to a repairer and returned to Your home or usual place of work,

in order for the repairer to complete required repairs to Your Vehicle.

We will not cover any costs of transport that We have not approved.

We will decide how Your Vehicle will be transported under this additional benefit.

Section 4: General exclusions

You will not be covered under any section or benefit of this Policy for any of the following:

- 1) incidents that take place outside:
 - a) Australia;
 - b) a period of Rideshare Services through a Rideshare Platform; or
 - c) the Period of Insurance.
- 2) if the driver of Your Vehicle, at the relevant time:
 - a) was not You or a Nominated Driver;
 - b) was under the influence of any alcohol or drug;
 - c) did not hold a current licence that was valid for the Vehicle;
 - d) was not complying with all of the terms and conditions of their licence;
 - e) was not registered to drive the Vehicle for Rideshare Services through the Rideshare Platform; or
 - f) was aged less than 21 years or has not held their licence for two or more years.

If You were not the driver of the Vehicle at the relevant time, We will not rely on this exclusion 2 if You can satisfy Us that at the relevant time You did not know and could not reasonably have known that any of the exclusions applied to the driver. However, We will not cover the liability of such a driver and We may recover any losses from such driver.

- 3) if Your Vehicle:
 - a) is not being used for Rideshare Services through a Rideshare Platform;
 - b) is not a vehicle with four or more wheels used for the carriage of passengers;
 - c) is a motorcycle, moped, scooter, e scooter, trike or any 'Heavy Class' of vehicle;
 - d) is used to transport or deliver food or other goods;
 - e) is used for any delivery or collection services;
 - f) is let on hire by You except if it is being used for Rideshare Services through a Rideshare Platform;
 - g) is being used in the course of any business of carrying passengers or goods for hire or reward except if it is being used for Rideshare Services through a Rideshare Platform;
 - h) is in the possession of a person as part of the person's stock in trade; or
 - i) is being used for an unlawful purpose by You or a Nominated Driver or is being used for an unlawful purpose with the express or implied consent of You or a Nominated Driver.
- 4) loss or damage to, or liability incurred as a result of use of, a trailer or caravan attached to the Vehicle;
- 5) if at the time of the incident the subject of a claim:
 - a) the driver of Your Vehicle or a passenger was being wilful or reckless;
 - b) Your Vehicle was not being used for Rideshare Services through a Rideshare Platform;
 - c) Your Vehicle or anything it was towing:
 - i) was in an unsafe condition;
 - ii) was being towed illegally;
 - iii) exceeded the number of passengers or load limits recommended by Your Vehicle's manufacturer;
 - d) Your Vehicle was being used:
 - i) for illegal purposes or in an illegal manner;
 - ii) to illegally carry or store explosives, flammable or combustible substances and liquids;
 - iii) or tested in preparation for, racing, pace making, a reliability trial or a speed or hill-climbing test;

- iv) as an experiment, test, trial or demonstration or to tow some other vehicle in connection with the motor trade;
 - v) in a race, rally, trial, test or contest;
 - vi) in a track day, drive day or similar organised event;
 - e) Your Vehicle was left with a commercial dealer so they could sell it for You; or
 - f) Your Vehicle was not in good order or repair because it had:
 - i) any unrepaired damage;
 - ii) rust, mechanical or any other damage that made it unsafe to drive; or
 - g) Your Vehicle was not in a condition that met the registration requirements in Your State or Territory.
- 6) loss or damage caused by or arising from an intentional act by:
- a) You;
 - b) a driver or someone else who has Your permission to use Your Vehicle;
 - c) a passenger;
 - d) a person acting with Your express or implied consent.
- 7) loss or damage caused by or arising from natural peril or disaster, including but not limited to storm, tempest, lightning, thunderbolt, hail, earthquake, Flood, cyclones, tidal surge, tsunami, action of the sea, high water, erosion, landslide, subsidence, bushfires and other catastrophic weather events.
- 8) the cost to fix previous damage – for example, old hail damage that has not been reported.
- 9) loss or damage caused by or arising out of previous damage.
- 10) the cost to fix faulty:
- a) design;
 - b) workmanship or repairs by You or someone else.
- 11) loss or damage caused by or arising from faulty:
- a) design;
 - b) workmanship or repairs by You or someone else.
- 12) loss or damage caused by or arising from You:
- a) not taking reasonable care to secure Your Vehicle; or
 - b) leaving Your vehicle in an unsafe location after it:
 - i) broke down;
 - ii) suffered accidental damage; or
 - iii) was stolen and then found.
- 13) tyre damage caused by road cuts, punctures, bursts or braking (except if there is a loss or damage to other parts of Your Vehicle).
- 14) mechanical, structural, electronic or electrical failures.
- 15) deterioration or wear and tear caused:
- a) over time;
 - b) by using Your Vehicle; or
 - c) by exposing Your Vehicle to the elements – for example, faded or damaged paint from exposure to sun, dirt or corrosive materials.
- 16) rust or any type of corrosion.
- 17) depreciation or loss of Your Vehicle's value – for example, if Your Vehicle is worth less after an incident.
- 18) any loss which results because You can't use Your Vehicle or consequential loss of any kind – for example, loss of profits.

- 19) compensation for distress, inconvenience or other non-financial loss (except if We cover it under Section 2: Liability cover).
- 20) loss or damage caused by or arising from, or a liability as a result of:
- a) Your Vehicle being legally seized, impounded, sold or destroyed;
 - b) war or warlike activities;
 - c) any hostilities, rebellion, riot, civil commotion, war or act of terrorism;
 - d) any nuclear, radioactive, biological or chemical material;
 - e) pollutants or contaminants that discharge or escape from Your Vehicle; or
 - f) a breach of contract.
-

Section 5: Claims

When You make a claim, You have certain responsibilities that are set out in this section. These responsibilities also apply to any person covered by Your Policy.

If You don't meet Your responsibilities, We may refuse to pay Your claim or reduce what We pay for Your claim. We may also decide to cancel Your Policy.

What You must do and must not do

If You make a claim under this Policy or an incident happens that might result in a claim, You must:

- 1) do everything reasonable to prevent further loss or damage to Your Vehicle;
- 2) take all reasonable steps to prevent any further loss, damage or liability;
- 3) tell the police immediately if a criminal or deliberate act caused or might have caused the loss, damage, destruction or liability and tell Us any incident report number they give You;
- 4) contact Us as soon as possible and within 30 days on <https://sharecover.com/app.html#/claim> following the claim or incident;
- 5) co-operate fully with Us, even if We have already paid Your claim which includes:
 - a) providing Us with all the information, documents and help We need to deal with Your claim - for example, bank statements or phone records;
 - b) immediately sending Us any communications that You receive about any claim or incident – for example, emails, letters, notices or court documents;
 - c) being interviewed by Us or Our representatives;
 - d) attending court to give evidence; and
 - e) if there is a dispute about the repairs to Your Vehicle, giving Us access to Your Vehicle and moving it if We ask You to or allowing Us to move it to a repairer or other specialist We choose so they can assess Your Vehicle.
- 6) provide Us with evidence of the registration and use of Your Vehicle for Rideshare Services on a Rideshare Platform and details of passengers using Your Vehicle for Rideshare Services on a Rideshare Platform;
- 7) provide Us with Your driving log history, including all information to show the amount of time Your Vehicle was available for Rideshare Services through a Rideshare Platform for the three months prior to the incident the subject of the claim or that might result in a claim;
- 8) provide Us with any further information We require and allow Us or Our representatives to inspect Your Vehicle and quote for any repair or replacement. Any additional loss or damage caused by a delay in notifying Us may not be covered under the Policy; and
- 9) be truthful and frank in any statement You make to Us.

You must not:

- 1) attempt to settle a claim that is made against You without Our permission;
- 2) make any admissions to anyone about any incident covered by Your Policy; or
- 3) limit by agreement Our rights to recover money from someone else; and
- 4) not behave in a way that is improper, hostile, threatening, abusive or dangerous.

Proof of loss and ownership

When You make a claim, We may ask You to provide certain documents to:

- 1) prove that You owned the Vehicle, personal items, modifications, options or accessories;

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- 2) prove that the Vehicle was being used for Rideshare Services through a Rideshare Platform at the time the loss or damage occurred or the liability was incurred;
- 3) show the amount of time Your Vehicle was available for Rideshare Services through a Rideshare Platform in the three months prior to the incident the subject of the claim; and
- 4) help Us identify Your items.

The types of documents We ask for depend on the situation and can include:

- 1) tax invoices for items bought or services used;
- 2) valuation, model and serial numbers;
- 3) credit card or bank statements;
- 4) photos;
- 5) registration documents;
- 6) hire car agreements;
- 7) registration records, use records, driver log history, reports and records or payments of the Rideshare Platform(s) through which You provide Rideshare Services; and
- 8) finance agreements.

We may compare information You give Us with a range of other sources – for example, auction or sale websites.

Appointing others to manage Your claim

You can appoint someone to manage Your claim for You like a family member or broker.

However, You can't appoint someone who has a conflict of interest – for example, someone who supplies goods or services for Your claim such as a repairer.

GST

If You are a business registered or required to be registered for GST purposes, then You must tell us:

- 1) Your Australian Business Number (ABN); and
- 2) the percentage of any input tax credit You have claimed or are entitled to claim on the Premium You paid.

Claim payment and Excess payment examples

The following examples are designed to show how a claim payment might be calculated and what amount You may be required to pay. These are examples only, do not cover all scenarios or benefits and do not form part of the Policy terms and conditions.

Claim example 1: repairing Your Vehicle

Your Certificate shows 'Full-time Driver policy' and an 'Excess' of \$1000 applies to Your Policy. During the Period of Insurance when You are using Your Vehicle to provide Rideshare Services through a Rideshare Platform shown on Your Certificate, You have a crash with another vehicle where You are at fault. Your Vehicle is towed from the scene of the accident to a repairer. The towing cost is \$350. We accept Your claim under the Policy. The Market Value of Your Vehicle is assessed as \$25,000 and We decide to repair Your Vehicle. We assess the cost to repair Your Vehicle to be \$5,000.

We arrange to repair Your Vehicle. We pay the repairer \$4,000 being the cost of repairs less the Excess. You would pay the Excess of \$1000 direct to the repairer. We also pay the towing company \$350 for the towing of Your Vehicle.

Claim example 2: Total Loss of Your Vehicle

Your Certificate shows 'Full-time Driver policy' and an 'Excess' of \$1000 applies to Your Policy. During the Period of Insurance when You are using Your Vehicle to provide Rideshare Services through a Rideshare Platform shown on Your Certificate, You have a crash with another vehicle. Your Vehicle is towed from the scene of the accident to a repairer. The towing cost is \$300. We accept Your claim under the Policy and assess You are at fault for the accident. We assess the cost to repair Your Vehicle to be \$19,500 and the salvage of the Vehicle to be \$3,200. We assess the Market Value of Your Vehicle to be \$20,000.

You pay Your Premium by monthly instalments from Your bank account. You have four monthly instalments of \$40 due before expiry of Your Policy.

As the estimated cost to repair Your Vehicle plus the salvage value (total \$22,700) exceeds the Market Value of Your Vehicle (\$20,000), We decide that Your Vehicle is a Total Loss. Our search of the Personal Properties Securities Register shows that there is not money owing on Your Vehicle. We settle Your claim by:

- payment to You of \$18,840 - being the Market Value of Your Vehicle of \$20,000, less the Excess of \$1000 and less the unpaid monthly instalments totalling \$160; and
- payment to the towing company of \$300 for the towing of Your Vehicle.

Following these payments Your Policy will end. We keep Your Vehicle.

Claim example 3: Total Loss of Your Vehicle – Vehicle under a finance arrangement

Your Certificate shows 'Part-time Driver policy' and an 'Excess' of \$1000 applies to Your Policy. During the Period of Insurance when You are using Your Vehicle to provide Rideshare Services through a Rideshare Platform shown on Your Certificate, You have a crash with another vehicle. You obtain the name and residential address of the driver of the other vehicle and provide it to Us. Your Vehicle is towed from the scene of the accident to a repairer. The towing cost is \$300. When You submit Your claim, We review Your driving records and confirm that Your Vehicle was available for Rideshare Services through a Rideshare Platform for less than 30 hours per week in the period prior to the crash. We accept Your claim under the Policy and assess that the other driver is entirely at fault for the accident. We assess the cost to repair Your Vehicle to be \$24,000 and the salvage of the Vehicle to be \$4,000. We assess the Market Value of Your Vehicle to be \$25,000.

As the estimated cost to repair Your Vehicle plus the salvage value (total \$28,000) exceeds the Market Value of Your Vehicle (\$25,000), We decide that Your Vehicle is a Total Loss. You have advised that Your Vehicle is under a finance arrangement and You and We confirm that an amount of \$6,000 is owing to the credit provider under the finance arrangement. We settle Your claim by:

- payment to the credit provider of \$6,000 – being the balance owing to the credit provider under the finance arrangement;
- payment to you \$19,000 - being the Market Value of Your Vehicle of \$25,000 less the amount paid to the credit provider of \$6,000; and
- payment to the towing company of \$300 for the towing of Your Vehicle.

There is no Excess payable by You as We have agreed that You are not at fault for the incident and You have obtained the name and residential address of the other driver. Following these payments Your Policy will end. We keep Your Vehicle.

Claim example 4: Liability claim for damage to someone else's property

Your Certificate shows 'Full-time Driver policy' and an 'Excess' of \$1000 applies to Your Policy. During the Period of Insurance when You are using Your Vehicle to provide Rideshare Services through a Rideshare Platform shown on Your Certificate, You lose control of Your Vehicle and crash into someone's front fence and garden damaging the fence and plants and outdoor furniture in the garden. We accept Your claim under the Policy in relation to the home owner's claim against You. A court decides that You are liable for \$8,000 for the claim made against You by the home owner.

We settle the home owner's claim for \$8,000 and pay this amount to the home owner. We also pay Our lawyers \$4,000 to defend the claim on Your behalf. You do not need to pay Us the Excess as it does not apply to claims under Section 2: Liability cover.

Claim example 5: Claim when Vehicle is not being used for Rideshare Services

Your Certificate shows 'Full-time Driver policy' and an 'Excess' of \$1000 applies to Your Policy. During the Period of Insurance but while You are using the Vehicle do Your personal shopping and the Vehicle is not being used to provide Rideshare Services through a Rideshare Platform shown on the Certificate, You have a crash with another vehicle. We do not accept Your claim and You would receive no payment in relation to the claim under this Policy as the Policy only provides cover whilst the Vehicle is being used to provide Rideshare Services through a Rideshare Platform. Your claim should be submitted to Your comprehensive or third party insurer for consideration.

Claim example 6: repairing Your Vehicle and use of Vehicle

Your Certificate shows 'Part-time Driver policy' and an 'Excess' of \$1000 applies to Your Policy. During the Period of Insurance when You are using Your Vehicle to provide Rideshare Services through a Rideshare Platform shown on Your Certificate, You have a crash with another vehicle where You are at fault. Your Vehicle is towed from the scene of the accident to a repairer. The towing cost is \$350.

When You submit Your claim, We review Your driving records and determine that Your Vehicle was available for Rideshare Services through a Rideshare Platform for more than 50 hours per week in the period prior to the crash. You advise that You changed the amount of time Your Vehicle was available 2 months prior to the crash but forgot to tell Us. We accept Your claim under the Policy but require You to pay the premium that would have been payable for Your Policy if it had been listed as a 'Full-time Driver policy' as if You had told Us that Your Vehicle was available for Rideshare Services through a Rideshare Platform for 30 or more hours per week, Your Policy would have been changed from a 'Part-time Driver policy' to a 'Full-time Driver policy' and an additional Premium amount would have been payable. The additional Premium amount payable for a 'Full-time Driver policy' is \$1500.

The Market Value of Your Vehicle is assessed as \$25,000 and We decide to repair Your Vehicle. We assess the cost to repair Your Vehicle to be \$5,000.

We arrange to repair Your Vehicle. We pay the repairer \$2,500 being the cost of repairs less the Excess and less the additional Premium that would have been payable for 'Full-time Driver policy' that You would have been provided if You had advised of the change to the time Your Vehicle was available for Rideshare Services through the Rideshare Platform. You would pay the Excess of \$1000 and additional Premium amount of \$1500 direct to the repairer. We also pay the towing company \$350 for the towing of Your Vehicle.

Section 6: Definitions

We've given special meaning to the following words:

Certificate means the most current Certificate of insurance. It describes the details of Your Policy.

Excess means the amounts You contribute towards the cost of Your claim. Your current Certificate shows the amount of the Excess that applies to Your Policy.

Flood means the covering of normally dry land by water that has escaped or been released from the normal confines of any of the following:

- 1) a lake (whether or not it has been altered or modified);
- 2) a river (whether or not it has been altered or modified);
- 3) a creek (whether or not it has been altered or modified);
- 4) another natural watercourse (whether or not it has been altered or modified);
- 5) a reservoir;
- 6) a canal; or
- 7) a dam.

Genuine Parts means parts which were made by:

- 1) the original manufacturer of Your Vehicle; or
- 2) a supplier who provides parts to the manufacturer of Your Vehicle.

Market Value means Our assessment of the value of Your Vehicle at the time of the incident You are claiming for using local market prices and considering Your Vehicle's age and condition. The Market Value includes:

- 1) any modifications, options or accessories that are attached to Your Vehicle;
- 2) GST;
- 3) registration and any compulsory third party insurance; and
- 4) other on-road costs.

Market Value does not include any:

- 1) allowance for dealer profit;
- 2) warranty costs;
- 3) future stamp duty; or
- 4) transfer fees.

Nominated Driver means the person or person shown as 'Nominated Driver(s)' on the current Certificate. A Nominated Driver must be 21 years old or older and must be registered on the Rideshare Platform as a driver of Your Vehicle.

Non-Genuine Parts means parts which weren't made by the original manufacturer of Your Vehicle or by a supplier who provides parts to the manufacturer of Your Vehicle.

Period of Insurance means the time Your Policy is valid as shown on Your Certificate. This is the time period during which You have chosen to insure periods of time Your Vehicle is used for Rideshare Services offered through a Rideshare Platform.

Policy means this document, Your application for this insurance and the Certificate.

Premium means the total amount You have to pay for Your insurance including all government charges, levies, taxes and duties. If You pay by monthly instalments, Your Premium is the total of the instalments You need to pay over the Period of Insurance.

Rideshare Platform means the digital website or application that We agree to cover and is shown on Your Certificate that facilitates a transaction for Rideshare Services between You (or a Nominated Driver) and a passenger on which You and Your Vehicle and any passenger are registered.

Rideshare Services means where a private Vehicle is used, or is available on a Rideshare Platform for use, to transport a passenger/passengers for a fee which transport is booked through a Rideshare Platform on which both You (and any Nominated Driver) and at least one of the passengers are registered and You (or a Nominated Driver) are the driver of the Vehicle but does not include:

- 1) where a vehicle is used to transport or deliver food or other goods; or
- 2) where a vehicle is used for any delivery or collection services.

Total Loss means the estimated cost to repair the Vehicle plus the value of any salvage exceeds the Market Value of the Vehicle.

Vehicle means the vehicle with a gross vehicle mass (GVM) not greater than 4,500kg and constructed or equipped to seat no more than 12 adults including the driver shown on Your current Certificate and includes:

- 1) any standard equipment that comes with it; and
- 2) any modifications, options or accessories that are attached to it,

but does not include:

- 1) a motorcycle, moped, scooter, e scooter, trike or any 'Heavy Class' vehicle; or
- 2) any vehicle with less than four wheels.

Us, We and Our means Insurance Australia Limited ABN 11 000 016 722, AFS Licence No 227681 trading as ShareCover Insurance.

You and Your means the person or persons named as the insured on the Certificate. If more than one person is named as the insured We will treat a statement, act, omission or claim by any one of these as a statement, act, omission or claim by them all.