

# ShareCover

## **RideCover Comprehensive Insurance** Product Disclosure Statement (PDS)

Protecting owners whose Vehicles are used for Rideshare Services

[www.sharecover.com](http://www.sharecover.com)

Preparation date: 11 November 2022

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 Comprehensive

## What you're covered for | [Loss or damage to your Vehicle](#)

Included

Accident	✓
Flood	✓
Collision or crash	✓
Storm	✓
Earthquake	✓
Theft or attempted theft	✓
Explosion	✓
Tsunami	✓
Fire	✓
Vandalism or a malicious act	✓

## What you're covered for | [Additional benefits](#)

Included

Baby capsules and child seats	✓
Emergency repairs	✓
Keys, locks and barrels	✓
Personal items	✓
Rideshare hire vehicle after a not at fault collision	✓
Rideshare hire vehicle after theft or attempted theft	✓
Storage costs	✓
Towing	✓
Vehicle pick up and return	✓

## What you're covered for | [Options you can add](#)

Rideshare hire vehicle	Optional
Windscreen, sunroof and window glass damage	Optional

## What you're covered for | [Liability cover](#)

Included

Liability	✓
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# RideCover Comprehensive at a glance | Quick summary

Here's a summary of the key details about RideCover Comprehensive 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 during Rideshare Services
- You and any Authorised Driver during private use

## What We insure

### Your Vehicle:

- Your Vehicle shown on Your Certificate of Insurance and includes any standard equipment that comes with it and any modifications, options or accessories that are attached to it

## What We pay if We accept Your claim

### For Your Vehicle:

- The cost to repair or replace Your Vehicle up to the Market Value

### For liability:

- The cost to compensate for damage to someone else's property up to \$10,000,000

## What You're covered for

### Listed events

- We cover loss or damage to Your Vehicle caused by Accident which includes events such as collision or malicious act

### Additional benefits

- We cover other costs You may occur in certain situations – for example, rideshare hire vehicle after a not at fault collision, emergency repairs and towing

### Liability cover

- We cover claims made against You for loss or damage to someone else's property

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# ShareCover RideCover Comprehensive Product Disclosure Statement

ShareCover RideCover Comprehensive 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](mailto:contact@sharecover.com)  
Post: ShareCover Enterprises, Level 3, 2/201 Sussex St, Sydney, NSW 2000.  
Website: [www.sharecover.com](http://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 Comprehensive is designed to address the needs of Vehicle owners who are using their Vehicles for the provision of Rideshare Services through a Rideshare Platform as well as for private use. RideCover Comprehensive provides cover for loss or damage by Accident (for example, damage by collision, fire, theft and storm) during the Period of Insurance including while Your Vehicle is being used for the provision of Rideshare Services through a Rideshare Platform.

The cover includes:

- loss or damage to Your Vehicle caused by certain events;
- legal liability arising from use of the Vehicle that causes loss or damage to someone else's property - while the Vehicle is being used for Rideshare Services offered through a Rideshare Platform, We will only cover the legal liability of You or a Nominated Driver; and
- additional benefits within the limits set out in this PDS.

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 to the lesser of the Market Value of Your Vehicle or \$70,000 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.

### Special conditions and embargoes

We may impose special conditions on Your Policy that may exclude, restrict or extend cover for a person or a particular matter.

Your current Certificate of Insurance shows any special conditions that apply to Your Policy.

We also do not cover You for loss or damage caused by:

- bushfire, grassfire or named cyclone that occurs within 48 hours; or
- Flood that occurs within 14 days (336 hours),

of the commencement time of the Policy unless:

- o You took out this Policy immediately after another insurance policy covering the same Vehicle ended without a break in cover; or
- o You had entered into a contract of sale to purchase (or contract to lease) Your Vehicle and took out this Policy for Your Vehicle prior to taking possession of Your Vehicle.

This is also known as an embargo period. If any additional embargo periods apply to Your Policy or a change to Your Policy, these will show on Your Certificate of Insurance.

### Code of Practice (Code)

We proudly support the General Insurance 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 resolving complaints You make about Us; and
- e) to promote continuous improvement in the general insurance industry through education and training.

The Code Governance Committee is an independent body that monitors and enforces insurers' compliance with the Code.

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 or the Code Governance Committee.

### Your responsibilities

When You take out a Policy with Us or make a claim, You have certain responsibilities that are set out in this section. These responsibilities also apply to any person that is 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. The course of action We take when You fail to meet Your responsibilities will be considered in each circumstance based on what impact or effect Your failure caused or contributed to the claim or Our decision to issue Your Policy. 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.

If You tell Us about any of these things, We may charge an additional Premium, change the cover of Your Policy, impose special conditions or cancel Your Policy to reflect the change in risk and terms upon which We have issued Your Policy. If You do not wish to accept Our terms, You can cancel Your Policy.

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 this is not shown on Your Certificate of Insurance 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 if You had informed us of this prior to the incident. 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.

You must also:

- be truthful and frank in any statement You make in connection with Your Policy;
- not behave in a way that is improper, hostile, threatening, abusive or dangerous;
- pay Your Premium, including paying instalments, by the due date;
- take reasonable precautions to avoid a claim being made;
- do everything reasonable to prevent further loss or damage to any property if an Incident happens;
- take reasonable steps to ensure You or anyone acting on Your behalf obeys all relevant laws;
- not make a fraudulent claim under this Policy or any other insurance policy; and
- follow the conditions of this Policy.

## Premium

If We accept Your application for this insurance, You will be required to 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 and type of cover You require; the way You use Your Vehicle; any option You choose; 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

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

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

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.

The Premium is unpaid if it cannot be deducted from Your nominated account or credit card. If Your Premium is overdue, We will send You a notice outlining the overdue amount and when it needs to be paid.

If Your Premium remains unpaid after the time period specified in the notice We send, We will:

- a) cancel Your policy for non-payment; and
- b) refuse to pay any claim for an incident occurring after the cancellation date.

We will send You a second notice either before cancellation informing You of the effective date of cancellation, or within 14 days after cancellation confirming the effective date of cancellation.

If a claim needs to be made on this Policy when the Policy is overdue, and before the Policy has been cancelled for non-payment, We will require You to pay the overdue amount as part of the claim settlement process. Alternatively, where the settlement method allows We can reduce the settlement payment by the overdue amount.

## Excess

The Excess is the amount You will be required to 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 relating to an incident that We are satisfied 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.

In order for Us to resolve whether You, any other person We cover under this Policy, or another person, was at fault, We may request additional information – for example witness statements or photographs – and consider any laws, bylaws or rules that may apply to the circumstances. If We are unable to determine who was at fault, the Excess is payable.

## Changes to Your Policy

If You wish to change any details of Your Policy, You must access Your account at [www.sharecover.com](http://www.sharecover.com) or contact Us at <https://sharecover.com/contact> or [contact@sharecover.com](mailto: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

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.

After the cooling off period, You may cancel Your Policy at any time by accessing Your account at [www.sharecover.com](http://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, and such failure to comply is directly related or contributes to any loss, damage, or liability. 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 will be required to 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.

### Complaints

What to do if you have a complaint:

We will always do our best to provide you the highest level of service but if you are not happy or have a complaint or dispute, here is what you can do.

If you experience a problem or are not satisfied with our products, our services or a decision we have made, let us know so we can help.

Email us on [contact@sharecover.com](mailto:contact@sharecover.com) or go to our website for more information: [www.sharecover.com](http://www.sharecover.com). We will try to resolve complaints at first contact or shortly thereafter.

If we are not able to resolve your complaint when you contact us or you would prefer not to contact the people who provided your initial service, our Customer Relations team can assist:

Free Call: 1800 045 517

Free Fax: 1800 649 290

Email: [Customer.Relations@iag.com.au](mailto:Customer.Relations@iag.com.au)

Mail: Customer Relations Reply Paid 62759 Sydney NSW 2000 Free post (no stamp required)

Customer Relations will contact you if they require additional information or have reached a decision. Customer Relations will advise you of the progress of your complaint and the timeframe for a decision in relation to your complaint.

We expect our procedures will deal fairly and promptly with your complaint. If you are unhappy with the decision made by Customer Relations you may wish to seek an external review, such as referring the issue to the Australian Financial Complaints Authority (AFCA). AFCA provides fair and independent financial services complaint resolution that is free to customers. AFCA has authority to hear certain complaints. AFCA will confirm if they can assist you:

Free Call: 1800 931 678

Email : [info@afca.org.au](mailto:info@afca.org.au)

Mail: Australian Financial Complaints Authority GPO Box 3 Melbourne VIC 3001

Visit: [www.afca.org.au](http://www.afca.org.au)

## 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 any relevant 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 any relevant information and co-operation We may require in a timely fashion when requested by Us.

When We make a request, We will only ask for information or cooperation that is relevant to Our entitlement to make a claim against anyone else, or conduct, defend or settle any legal action, and We will tell You why it is needed.

### 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 the Period of Insurance up to the lesser of the Market Value of Your Vehicle or \$70,000:

- Accident;
- Flood;
- collision or crash;
- storm;
- earthquake;
- theft or attempted theft;
- explosion;
- tsunami;
- fire; and
- vandalism or a malicious act.

### Conditions

We will 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 of Your Vehicle or \$70,000.

Our choice will have regard to the circumstances of the claim and consider any preference You may have. You will be required to pay the Excess for any claim under this Section 1.

## Section 2: Liability cover

### What is covered

We will cover:

1. You or a Nominated Driver only for legal liability for loss or damage to someone else's property caused by use of Your Vehicle during a period of Rideshare Services offered through a Rideshare Platform; and
2. You or an Authorised Driver for legal liability for loss or damage to someone else's property caused by the use of Your Vehicle for private use at any time other than 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 their legal liability for loss or damage to someone else's property caused by the passenger getting in, being in, or getting out of Your Vehicle during the Period of Insurance.

We will also cover Your employer, principal or business partner for their legal liability as Your employer, principal or business partner for loss or damage to someone else's property caused by the use of Your Vehicle during the Period of Insurance.

### What is not covered

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, cost or expense that arises or results from, or is in any way connected with, asbestos, whether directly or indirectly;
8. 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
9. any exemplary or punitive damages, fines or penalties claimed, ordered or awarded against You or any person insured under this Policy.

### Conditions

Under this section:

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.

Any person making a claim under this Section will be required to pay the Excess for any claim under this Section.

## Section 3: Additional benefits

The following additional benefits are payable in addition to the Market Value of Your Vehicle unless specifically stated otherwise.

### Baby capsules and child seats

If baby capsules or child seats are lost or damaged while in, or stolen from, Your Vehicle as part of an incident for which We have paid or agreed to pay a claim under Section 1, We will pay the reasonable replacement cost for the baby capsules or child seats up to a maximum of \$500 for each baby capsule or child seat.

### Emergency repairs

If Your Vehicle is so damaged by an incident for which We have agreed to cover You under Section 1 We will reimburse You for emergency repairs required to the Vehicle so it can be driven or used on the road safely.

Under this additional benefit:

1. We will not pay for any non-emergency repairs;
2. We will determine what is an emergency repair;
3. the emergency repairs must be made to keep the Vehicle secure so it can be driven or used on the road safely;
4. You must pay for the emergency repairs and provide Us with the tax invoice for those repairs unless We agree otherwise; and
5. the emergency repairs must relate directly to the incident being claim for under Section 1.

The maximum amount We will pay under this additional benefit is \$800 for each incident.

### Keys, locks and barrels

If the keys or access codes to Your Vehicle are stolen during the Period of Insurance and there is no other damage to Your Vehicle, We will pay the reasonable costs to repair, replace and recode the keys, locks, barrels, fobs or key pads up to a maximum of \$1,000.

You must report the theft to the police and provide Us with the incident number and details of when and where the report was made.

### Personal items

If Your personal items are lost or damaged in an incident for which We have agreed to cover You under Section 1, We will pay the reasonable costs to repair or replace the personal items up to a maximum of \$500.

You are not covered under this additional benefit for:

1. mobile phones;
2. cash;
3. baby capsules or child seats;
4. tools of trade;
5. standard equipment, modifications, options or accessories that are attached to Your Vehicle;
6. theft if You leave Your Vehicle:
  - a) unlocked;
  - b) with its keys in its ignition; or
  - c) without activating any alarm or immobiliser; or

7. theft or attempted from any location other than the scene of the incident for which We have agreed to cover You under Section 1.

### Rideshare hire vehicle after a not at fault collision or crash

If Your Vehicle is so damaged by an incident for which We have agreed to cover You under Section 1 of this Policy that Your Vehicle cannot be driven or is unsafe to drive as a result of that incident and We are satisfied that You are not at fault for the incident and You provide Us with the name and residential address of the person who is at fault for the incident, We will cover You for the necessary costs of hire of a replacement vehicle for You to provide Rideshare Services from the date of the incident to the earliest of:

1. the date Your Vehicle is repaired; or
2. when We settle Your claim.

We will pay up to a maximum of \$100 per day (to a maximum of 1,000 kilometres per week) for hire of a replacement vehicle and a maximum of \$2,000 in total for any excess and or security bond payable under the hire car agreement because there is loss or damage to the hire car or it causes loss or damage.

We will arrange the hire of the replacement rideshare vehicle for You unless We tell You otherwise and We will arrange the hire through one of Our preferred suppliers. You must not arrange Your own hire vehicle under any circumstances unless You obtain Our prior written consent by contacting us on 1300 216 233. If You do arrange Your own hire vehicle without Our consent We may decide not to pay for the hire vehicle.

If We are unable to arrange hire of a replacement rideshare vehicle for You We will advise You of this. If We advise You of this, You can arrange hire of a replacement rideshare vehicle and We will reimburse You the cost of the replacement rideshare vehicle that you arrange.

Under this additional benefit You are not covered for:

1. running costs for the hire car (for example, petrol or tolls);
2. any additional hire car costs (for example, any optional extras such as a GPS);
3. loss or damage to the hire car;
4. liability which results from using the hire car;
5. any costs if you have received payment of costs under the 'Rideshare hire vehicle after theft or attempted theft' additional benefit or 'Rideshare hire vehicle after at fault incident' optional benefit' in relation to the same incident; or
6. any additional hire car costs if the repairs to Your Vehicle are unreasonably delayed by You or a repairer You appoint or engage.

### Rideshare hire vehicle after theft or attempted theft

If Your Vehicle is stolen or is so damaged in a theft or attempted theft that it cannot be driven or is unsafe to drive and We have agreed to cover You under Section 1 of this Policy in relation to that incident, We will cover You for the necessary costs of hire of a replacement vehicle for You to provide Rideshare Services from the date of the incident until the earliest of:

1. the date Your Vehicle is recovered and repaired;
2. when We pay your claim for a Total Loss; or
3. 14 days from the date You first hired the vehicle.

We will pay up to a maximum of \$100 per day (to a maximum of 1,000 kilometres per week) for hire of a replacement vehicle and a maximum of \$2,000 in total for any excess and or security bond payable under the hire car agreement because there is loss or damage to the hire car or it causes loss or damage.

We will arrange the hire of the replacement rideshare vehicle for You unless We tell You otherwise and We will arrange the hire through one of Our preferred suppliers. You must not arrange Your own hire vehicle under any circumstances unless You obtain Our prior written consent by contacting us on 1300 216 233. If You do arrange Your own hire vehicle without Our consent We may decide not to pay for the hire vehicle.

If We are unable to arrange hire of a replacement rideshare vehicle for You We will advise You of this. If We advise You of this, You can arrange hire of a replacement rideshare vehicle and We will reimburse You the cost of the replacement rideshare vehicle that you arrange.

Under this additional benefit You are not covered for:

1. running costs for the hire car (for example, petrol or tolls);
2. any additional hire car costs (for example, any optional extras such as a GPS);
3. loss or damage to the hire car;
4. liability which results from using the hire car;
5. any costs if you have received payment of costs under the 'Rideshare hire vehicle after a not at fault collision or crash' additional benefit or 'Rideshare hire vehicle after at fault incident' optional benefit' in relation to the same incident; or
6. any additional hire car costs if the repairs to Your Vehicle are unreasonably delayed by You or a repairer You appoint or engage.

### Storage costs

If an incident occurs resulting in loss or damage to Your Vehicle that We have or will cover under Section 1, We will pay the reasonable costs to store Your Vehicle at a storage facility or holding yard from the time the claim is lodged until Your Vehicle is assessed.

We must agree to pay the storage costs before you make any arrangements.

### Towing

If an incident occurs resulting in loss or damage to Your Vehicle that We have or will cover under Section 1 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 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 must agree to pay the transport costs before any arrangements are made for the transport.

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

## Section 4: Options You can add

You may be able to add the following options to Your Policy if You apply for it and pay an additional Premium. If We agree to provide the option with Your Policy, the option will be shown on Your Certificate. You are only entitled to the option if You have specifically chosen it, paid an additional Premium for it and it is shown on Your Certificate as added to the Policy.

### Rideshare hire vehicle after at fault incident

If Your Vehicle is so damaged by an incident for which We have deemed You to be at fault for and have agreed to cover You under Section 1 of this Policy that Your Vehicle cannot be driven or is unsafe to drive as a result of that incident, We will cover You for the necessary costs of hire of a replacement vehicle for You to provide Rideshare Services from the date of the incident to the earliest of:

1. the date Your Vehicle is repaired;
2. when We settle Your claim; or
3. 14 days from the date You first hired the vehicle.

We will pay up to a maximum of \$100 per day (to a maximum of 1,000 kilometres per week) for hire of a replacement vehicle and a maximum of \$2,000 in total for any excess and or security bond payable under the hire car agreement because there is loss or damage to the hire car or it causes loss or damage.

We will arrange the hire of the replacement rideshare vehicle for You unless We tell You otherwise and We will arrange the hire through one of Our preferred suppliers. You must not arrange Your own hire vehicle under any circumstances unless You obtain Our prior written consent by contacting us on 1300 216 233. If You do arrange Your own hire vehicle without Our consent We may decide not to pay for the hire vehicle.

If We are unable to arrange hire of a replacement rideshare vehicle for You We will advise You of this. If We advise You of this, You can arrange hire of a replacement rideshare vehicle and We will reimburse You the cost of the replacement rideshare vehicle that you arrange.

Under this option You are not covered for:

1. running costs for the hire car (for example, petrol or tolls);
2. any additional hire car costs (for example, any optional extras such as a GPS);
3. loss or damage to the hire car;
4. liability which results from using the hire car;
5. any costs if you have received payment of costs under the 'Rideshare hire vehicle after a not at fault collision or crash' or 'Rideshare hire vehicle after theft or attempted theft' additional benefits; or
6. any additional hire car costs if the repairs to Your Vehicle are unreasonably delayed by You or a repairer You appoint or engage.

### Windscreen, sunroof and window glass damage

If Your Vehicle's windscreen, sunroof or window glass is Accidentally damaged during the Period of Insurance and there is no other damage to Your Vehicle, We will pay the reasonable costs as determined by Us to repair or replace the windscreen, sunroof or window glass including anything that's part of it such as window tinting, demisters or sensors.

To be entitled to make a claim under this option, the damage must only be to the windscreen, sunroof or window glass and not other parts of Your Vehicle. We may use Non-genuine Parts to replace your windscreen, sunroof or window glass.

You are not required to pay the Excess for any claim under this option. You are only covered for one claim under this option during the Period of Insurance.

This option is included in the Market Value of Your Vehicle.

## Section 5: 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; or
  - b) 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) has more than the legal limit of alcohol or a drug in their system;
  - d) refuses a test to determine alcohol or drug levels including a failure to report to a police station within the legal time frame following an incident or that requires a drug or alcohol test;
  - e) did not hold a current licence that was valid for the Vehicle;
  - f) was not complying with all of the terms and conditions of their licence;
  - g) was not registered to drive the Vehicle for Rideshare Services through the Rideshare Platform if the Vehicle is being used for Rideshare Services at the relevant time;
  - h) was not You or a Nominated Driver if the Vehicle is being used for Rideshare Services at the relevant time; or
  - i) was aged less than 21 years or has not held their licence for 12 months or more.

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 a vehicle with four or more wheels used for the carriage of passengers;
  - b) is a motorcycle, moped, scooter, e scooter, trike or any 'Heavy Class' of vehicle;
  - c) is used to transport or deliver food or other goods;
  - d) is used for any delivery or collection services;
  - e) is let on hire by You except if it is being used for Rideshare Services through a Rideshare Platform;
  - f) 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;
  - g) is in the possession of a person as part of the person's stock in trade; or
  - h) 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 and such use caused or contributed to the loss, damage or liability.
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 or anything it was towing:
    - i) was in an unsafe condition and this condition caused or contributed to the loss, damage or liability;
    - ii) was being towed illegally to the extent that the illegal towing caused or contributed to the loss, damage or liability; or
    - iii) exceeded the number of passengers or load limits recommended by Your Vehicle's manufacturer and such non-compliance caused or contributed to the loss, damage or liability;
  - c) Your Vehicle was being used:

- i) for illegal purposes or in an illegal manner to the extent that the use for illegal purposes or in an illegal manner caused or contributed to the loss, damage or liability;
    - ii) to illegally carry or store explosives, flammable or combustible substances and liquids to the extent that the illegal carrying or storage caused or contributed to the loss, damage or liability;
    - 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; or
    - vi) in a track day, drive day or similar organised event;
  - d) Your Vehicle was left with a commercial dealer so they could sell it for You; or
  - e) Your Vehicle was not in good order or repair because it had:
    - i) any unrepaired damage; or
    - ii) rust, mechanical or any other damage that made it unsafe to drive, and that condition caused or contributed to the loss or damage
  - f) 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; or
    - d) a person acting with Your express or implied consent.
  7. the cost to fix previous damage – for example, old hail damage that has not been reported.
  8. loss or damage caused by or arising out of previous damage.
  9. the cost to fix faulty:
    - a) design; or
    - b) workmanship or repairs by You or someone else.
  10. loss or damage caused by or arising from faulty:
    - a) design; or
    - b) workmanship or repairs by You or someone else.
  11. 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.
  12. tyre damage caused by road cuts, punctures, bursts or braking (except if there is loss or damage to other parts of Your Vehicle).
  13. mechanical, structural, electrical, hydraulic or electronic breakdown or failure.
  14. 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.
  15. rust or any type of corrosion.
  16. depreciation or loss of Your Vehicle's value – for example, if Your Vehicle is worth less after an incident.

17. consequential loss including any loss which results because You can't use Your Vehicle unless it is specifically covered under this Policy. This means We will not pay for direct or indirect financial or economic loss. For example, loss of use or enjoyment, loss of profits or depreciation.
18. compensation for distress, inconvenience or other non-financial loss (except if We cover it under Section 2: Liability cover).
19. loss, damage, liability, claim, cost or expense directly or indirectly caused or contributed to by:
  - a) errors or omissions involving access to, processing of, use of or operation of any computer system or any unavailability or failure to access, process, use or operate any computer system; or
  - b) any unauthorised, malicious or criminal act (or any threat or hoax of this) involving access to, processing of, use of or operation of any computer system,
 provided that this exclusion will not apply to physical loss or damage directly caused by an incident or event We cover You for under this Policy except if caused by vandalism or a malicious act. For example, We will not cover You if Your Vehicle's GPS or security system cannot be used because of a cyber attack, but We will cover You for theft of Your Vehicle if it is stolen after Your Vehicle's security system is impacted by a cyber attack.
20. loss, damage, liability, claim, cost or expense directly or indirectly caused or contributed to by loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any data including the value of any data.
21. seepage, pollution or contamination, or any loss, damage, liability, fines, penalties, punitive or exemplary damages caused by, arising from or in connection with any seepage, pollution or contamination.
22. for loss, damage or liability:
  - a) caused by or arising from the lawful seizure, impoundment, confiscation, nationalisation, destruction or requisition of Your property;
  - b) caused by, arising from, occasioned by or through or in consequence directly or indirectly of war, invasion, acts of foreign enemy, hostilities (whether war be declared or not), civil war, insurrection, rebellion, revolution or military or usurped power;
  - c) or any cost or expense, directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with:
    - i) an Act of Terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to the loss; or
    - ii) any action taken to control, prevent, suppress, retaliate against, or respond to an Act of Terrorism;
  - d) caused by or arising from any nuclear, radioactive, biological or chemical material, or the use, handling or transportation of such material;
  - e) directly caused by a Communicable Disease or the threat or perceived threat of any Communicable Disease.
  - f) caused by or arising from a breach of contract;
  - g) caused by or arising from asbestos, whether directly or indirectly.

We will not be liable to provide any cover, pay any claim or provide any benefit under this policy (including any refund of premium), to the extent that such cover, claim, benefit or refund may contravene or expose Us to any sanction, prohibition or restriction under United Nations resolutions or any trade or economic sanctions, laws or regulations of any country.

## Section 6: 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. The course of action We take when You fail to meet Your responsibilities will be considered in each circumstance based on what impact or effect Your failure caused or contributed to the claim or Our decision to issue 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 as soon as reasonably possible 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 reasonably possible and within 30 days on 1300 216 233 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 the relevant information, documents and help We need to deal with Your claim - for example, bank statements or phone records. We will only request information relevant to handling the claim and will explain why the information, documents and help is required;
  - b) as soon as reasonably possible 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 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, for example Your driving log history;
8. provide Us with any further relevant information We require and allow Us or Our representatives to inspect Your Vehicle at any reasonable time and place 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. We will only request information and where relevant to handling the claim and will explain why the information is required; 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;
3. limit by agreement Our rights to recover money from someone else; and
4. 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;
2. prove that the Vehicle was being used for Rideshare Services through a Rideshare Platform at any relevant time;
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.

If You are unable to provide proof of ownership including the value of items the subject of the claim, this may result in a reduction or denial of the claim.

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. We need to agree that We will deal with them on the person's behalf. We cannot unreasonably withhold Our consent.

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.

## 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 lesser of the Market Value of Your Vehicle or \$70,000. 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.

Our choice will have regard to the circumstances of the claim and consider any preference You may have.

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 lesser of the Market Value of Your Vehicle or \$70,000 plus any additional benefits that apply in addition to the Market Value or \$70,000.

### 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 lesser of the Market Value of Your Vehicle or \$70,000;
2. the cost of repairing Your Vehicle; or
3. the balance owing to the credit provider under the finance arrangement.

Our choice will have regard to the circumstances of the claim and consider any preference You may have.

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 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 provide reasonable co-operation to enable Us to resolve financial arrangements and assist with Vehicle salvage.

## 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:

1. We allow it under the 'Emergency repairs' additional benefit; or
2. You obtain Our prior written consent by contacting Us on [contact@sharecover.com](mailto: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. However, We will not proceed with these repairs until We have discussed this with You and sought Your agreement.

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 a repairer chosen by You is delayed or where there are delays in repairs because a part isn't readily available; or
2. any repairs not authorised by Us.

If We ask You, You must let Us or Our representatives inspect Your Vehicle at any reasonable time and 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. However, We will not proceed with these repairs until We have discussed this with You and sought Your agreement. You may be asked to contribute to the repair costs 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.

We will make a fair and reasonable attempt to match new parts used to repair or replace the damaged parts of the Vehicle with the original, undamaged materials. If You are not satisfied with the closest match:

1. You are able to pay the extra cost of replacing undamaged parts to achieve a matching appearance; or
2. We will pay You the reasonable cost to repair the damaged area, provided that cost is available to or actionable by You.

### 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.

### 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

An 'Excess' of \$1,000 applies to Your Policy. During the Period of Insurance when You are using Your Vehicle for private use, 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 pay the Excess of \$1,000 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

An 'Excess' of \$1,000 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 are satisfied that 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 no 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 \$1,000 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

An 'Excess' of \$1,000 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. We accept Your claim under the Policy and are satisfied that 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 are satisfied 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

An 'Excess' of \$1,000 applies to Your Policy. During the Period of Insurance when You are using Your Vehicle for private use 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: repairing Your Vehicle and use of Vehicle

Your Certificate shows an 'Excess' of \$1,000 applies to Your Policy. Your Certificate also shows that you use Your Vehicle for Rideshare Services under 30 hours per week. 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 30 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 additional Premium amount that would have been payable if You had told Us that Your Vehicle was available for Rideshare Services through a Rideshare Platform for 30 or more hours per week as required under this Policy. The additional Premium amount payable to amend the Policy to cover Rideshare Services through a Rideshare Platform for more than 30 hours per week is \$1,500.

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 payable for the Policy to cover Rideshare Services through a Rideshare Platform for more than 30 hours per week. You pay the Excess of \$1,000 and additional Premium amount of \$1,500 direct to the repairer. We also pay the towing company \$350 for the towing of Your Vehicle.

## Section 7: Definitions

We've given special meaning to the following words when they are capitalised in this Policy:

**Accident** means a sudden event that You did not intend or expect and a reasonable person in Your position, knowledge and experience would not have expected. "Accidental" and "Accidentally" have corresponding meanings.

**Act of Terrorism** includes any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:

- 1) involves violence against one or more persons;
- 2) involves damage to property;
- 3) endangers life other than that of the person committing the action;
- 4) creates a risk to health or safety of the public or a section of the public; or
- 5) is designed to interfere with or to disrupt an electronic system.

**Authorised Driver** means any person driving or in charge of Your Vehicle with Your permission.

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

**Communicable Disease** means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- 1) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not;
- 2) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas between organisms; and
- 3) the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress or damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

**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 the market 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 standard equipment that comes with it;
- 2) any modifications, options or accessories that are attached to Your Vehicle;
- 3) GST;
- 4) registration and any compulsory third-party insurance; and
- 5) 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.

**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:

3. a motorcycle, moped, scooter, e scooter, trike or any 'Heavy Class' vehicle; or
4. 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.

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