



We got you covered

Membership Agreement & Rules



INTRODUCTION

This Policy Document constitutes the agreement between the member and Melbourne Rideshare Club (“the Club”). It tells you about the Club, your membership and the available Protections which the Club can offer you as a member. You must read this document carefully before you make an application to become a member. If you have any queries about anything in this Policy Document, please ask the Club to clarify these for you. You should read the Membership Rules, which are summarised in this Policy Document before you apply to become a Member.

MEMBERSHIP AGREEMENT & RULES

1. What is Melbourne Rideshare Club?

The Club is a member-owned, member-driven organization specifically formed to address the needs of the Club’s members. It is a Club that has been created to use the collective strength of individual members in a way that will help spread the cost of risk among its members who are all in the Taxi, Hire Car, Vans, Delivery vehicles, Ride share Service and point to point transportation industry.

The Club recognizes the difficulty for members of the Taxi, Hire Car, Vans, Delivery vehicles, Ride share Service and point to point transportation industry. . To have protection against certain risks inherent in point to point transportation Industry, The Club aims to pool financial resources to meet certain risks of each member.

The Club is discretionary. This means that the Club’s appointed committee (“the Committee”) has the discretion to decide whom to admit to membership and the discretion to decide whether to accept a member’s application for protection.

Each claim for protection will be considered on its merits and circumstances. The Committee has absolute discretion to refuse a claim. Also, the Committee can exercise its discretion in special circumstances to admit a claim which would ordinarily be excluded under this Policy Document.

2. Membership of Melbourne Rideshare Club

Membership of the Club is at the discretion of the Committee. Once you have been accepted as a member of the Club and paid your membership subscription you will be issued with a Certificate of Membership stating your Club membership number.

The annual membership fee is \$10 which is included in your monthly/annual contribution. You must be a member of the Club to be eligible to apply for protection with the Club. MRC reserves the right to inspect all vehicles before Membership is granted.

To become a member of the club an Applicant must:

- be a natural person; and
- be a Taxi, Van, Rideshare or car owner
- be a company, organization, partnership; and
- fill out the required form
- accept to abide by the Rules of the Club; and
- make any contribution so required by the Club

3. YOUR OBLIGATIONS

3.1 Your disclosure obligations

You have an obligation to tell us everything you know, or could reasonably be expected to know, that is relevant to our decision to accept your Membership and provide membership under MRC. It includes matters we specifically ask about when you apply for a Membership and any other matters which might affect whether we cover you and on what terms.

The information you tell us can affect:

- the amount of your contribution;
- if we will cover you; and
- if special conditions will apply to your Membership.

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

3.2 Your Responsibilities

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

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

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

a. Not meeting your responsibilities

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

- reduce or refuse to pay your claim for benefits;
- if fraud is involved, your right to have a claim for cover considered and accepted by MRC will immediately expire.

b. Special conditions

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

4. WHEN YOU MAKE A CLAIM FOR THE PROTECTION

As a member of the Club, you will have a right to have your claim for protection considered by the Committee of the Club. The benefit provided by the protection is contained in this Policy Document. The Committee's discretion to refuse or reduce a benefit under a claim will only be exercised where the committee believes that the members of the Club would expect it to do so. The Committee also has the power to admit claims which are otherwise excluded under the protections.

5. INFORMATION PROVIDED BY YOU

When you apply for membership in the Club you will be asked a series of questions relevant to your eligibility for membership. The answers you provide will be used to assess your membership application. The information you provide must be accurate and truthful. If it is not accurate or truthful then the Committee may exercise its discretion at any stage to cancel your membership. In addition, if a claim for protection has been made your inaccurate or untruthful information given at the time of making an application for membership will entitle the Committee to refuse your claim for protection if that information if known by the Committee, would have meant they would not have offered you membership with the Club or they would not have offered the protections under this Policy Document which you obtained.

6. MEMBERSHIP PROTECTIONS

The Club offers you certain protections against risks and the costs associated with those risks on the terms contained within this Policy Document. The benefits contained in this Policy Document are referred to as protections to highlight that this is an alternative to insurance.

The club is self-protected by the underwriter for third party property damage cover and they will cover you for up to \$20 million for public liability subject to the terms and conditions of the attached policy.

Please note all owners are fully liable for the information given by them and their drivers concerning the policy, claim form, excess and third-party application. It's the owners responsibility to ensure that all information given by them and drivers are correct, honest and truthful that the third Party cover starts only when all questions are answered, and paperwork signed is received.

You must inform the club when you put a new vehicle or any changes so we can update the club and Third-party provider. The Committee has the discretion to accept your application for protection and to set the cost of contribution payable by each member for the protection offered.

If your application for protection is accepted you will be asked to pay an annual or monthly contribution for the protection offered, depending on what protection you have requested. The contribution will be assessed as per your circumstances and requirements. You can see the amounts of the contributions under the section 'Contribution amounts' below. A Schedule of Protection will be issued to you which sets out your protection, the annual/monthly contribution to be paid and the excess applicable in the event of a claim for protection. Please ensure you read the Schedule of Protection carefully to ensure it meets your requirements.

7. CONTRIBUTION AMOUNTS

Your contribution which you must pay will depend on what type of vehicle and the protection you seek for. The schedule of contributions to be paid is determined by the Club. Your contribution is payable on the day you seek to take out the protection. No claim for protection will be considered for a period where a contribution has not been paid.

The contributions paid by Members into MRC are used as follows:

To pay for Policies and roadside assistance held in the name of members for the benefit of members.

The policies may consist of:

- motor policy or
- broad form liability policy; or
- personal accident policy for the drivers of the Vehicle.

Your Contributions are non-refundable except in limited circumstances. If you cease to be a Member during any part of a month, then any Contributions paid will not be returned to you except where you have paid Contributions for more than one month in advance, in which case, those Contributions paid in advance will be refunded after receipt of an approved written withdrawal request approved by MRC in accordance with the Constitution.

8. EXCESS PAYABLE WHEN YOU MAKE A CLAIM FOR THE PROTECTION

When you apply to have a claim for protection considered by the Committee you may be required to pay an excess depending upon the circumstances of the claim. Your Schedule of Protection will show the excess that applies to each of the protection benefits offered. The Club will not consider a claim until the excess has been paid.

You must pay the excess in full before we consider any claim for benefits or provide any benefits under this Membership. We will usually ask for your excess when you first lodge your claim for benefits. If we do not make a payment for your claim, then we will return any excess you have paid. Also, the owners will be wholly responsible for the excess amount and Club won't chase the drivers for the excess amount to be paid. Failures to report incidents may result in increased excesses if any claim for the cover is accepted.

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

The amount of the excess that you will be required to pay will depend upon your Cover and will be included in your Certificate of Cover. In addition, if you fail to report an incident within 30 days of it occurring, then the basic excess will be five times. If you report an incident after three months, then the basic excess will be ten times the original excess amount. Any report received 12 months after the incident occurred will result in any basic excess increasing to 20 times the original excess amount, shown on your Membership documents. We may not cover any legal or other costs that arise because of any delay in paying the excess. We may also refuse to accept your claim if not reported within 48 hours.

It is the obligation of the owner/protected member to pay all due excess to the club and not the driver. It is the owner's responsibility to recover the costs of the payment from the driver.

Standard Excess in case of No Liability/Road Rage/Hit n Run	\$1,500.00
Standard excess for over 25 yrs:	\$1,000.00
Standard excess for under 25 yrs	\$1,500.00
Standard excess for total loss, fire and theft/Negligence driving:	\$2,500.00 for under \$10K PAV \$5,000.00 for over \$10K PAV
Second accident during short time goes up (Short Period of 6 months)	\$500.00
Additional excess for drivers with overseas/provisional/probatinary license:	\$1000.00

HIRE CAR CONDITIONS

- To claim hire car, you must fill the claim form within 24 hours of accident.
- If the parts of the accidental car are not available in Victoria then, hire car will not be provided.
- The basic excess for hire car : **\$2500**, The basic excess for hire van : **\$3500**
- When at fault in case of a van, no hire van will be provided.
- When at fault, no hire car will be provided for cars which have been imported from other countries.
- Hire cars are available from Monday to Friday(9 am to 6 pm). No hire cars will be provided during weekends and public holidays.

NOTE: It will take upto 2 business days to provide hire car/van after all obligations have been met.

- No hire car will be provided when the vehicle is stolen or write-off. Write-off is determined by the assessor.
- An assessor report will be finalised between the duration of 7 to 14 days and it will not be provided to the member.
- No hire car will be provided until the full excess is paid.
- The hire car should be returned within two business days once the member receives the notice that their is ready for pickup. Otherwise an amount of \$95 will be charged per day.
- The member has to visit the assigned address to pick-up the hire car. Hire cars will not be delivered to their address.
- In case of an accident, the club will provide the similar level of hire car as yours in terms of model or any other available car.

Excess for hire car/van:

Standard: \$2500/\$3500 + any additional excess applicable

- If the club fails to provide the hire car, it will contribute an amount of **\$250 per week** to the member in compensation of the hire car.
- **Towing condition:** For towing, we provide maximum cover upto **\$600**, any additional costs the member has to pay out of his pocket.

What MRC members need to do in case of an accident?

Keep the following documents ready with you:

- License front and back
- Your phone number
- Insurance company name
- Location and timing of accident
- Accident photos

At the time of filling claim form, these things will be required.

If any of the above documents are not provided by the member then the member may have to pay excess until the amount is re-covered from third party.

If the member is found at fault in case of an accident, the member fees will increase from the following month.

9. CANCELLATION AND RENEWAL OF YOUR PROTECTION

On or before the last day of your period of protection you can apply to renew your protection for the next year. Whether or not your protection is renewed will be at the discretion of the Committee. If renewal is granted, it will be granted on the same terms and conditions as are contained in the Club's Policy Document (as amended from time to time) and the new Schedule of Protection which will be issued upon renewal.

The Committee has the right to cancel your membership during the protection period if circumstances warrant this. These circumstances are such that the Committee would consider that the members of the Club would require the protection to be cancelled.

10. PROTECTIONS OFFERED BY THE CLUB

The Club offers a range of protections that relate to accidental motor vehicle collisions involving the members' Vehicle.

Members who have had an accident whether at fault or not at fault and who decide to handle their claims themselves risk having their claims not being accepted. This is a breach of contract with the club and the membership agreement will be cancelled immediately and payment to the other party for any previous claims lodged may be refused. All accidents, whether at fault or not must be reported to the Club within 48 hours. If the club is not notified within certain time frames the club has the right not to accept the lodgement of the claim.

Subject to payment of the contribution and the Club rules and the applicable excess and subject to acceptance of the claim by the Committee, the Club offers the member the following benefits pursuant to the protection.

11. VEHICLE DAMAGE SOLUTIONS

1. Accidental Motor Vehicle Collision (Members Vehicle)

If the claim is accepted the Club will:

- Arrange for the damage to the member's vehicle to be repaired at the Club's authorised repairer; the choice of repairer is not offered.
- If the repair cost renders the vehicle uneconomical to repair the Club will pay the member the pre-accident value of the member's Vehicle (see below as to what constitutes the pre-accident value).
- Arrange for a replacement car till the time your car is being repaired depending on the level of your cover and the contribution amount being paid. We will also give a replacement car in case of an at-fault accident depending on the level of contribution amount being paid. In case the Club is not able to give the car, the club will pay for the rental car/van to a maximum amount of \$250 per week.

2. Accidental Motor Vehicle Collision (Third Party Claim)

If the claim is accepted the Club will:

- Indemnify the member against any claim or demand made by a Third Party for loss or damage which was caused in a collision that involved the member's Vehicle to a maximum sum of \$10,000.
- Arrange for an insurer to indemnify the member for any claims from a Third Party which exceed \$10,000.
- Arrange for a replacement car till the time your car is being repaired depending on the level of your cover and the contribution amount being paid. We will also give a replacement car in case of an at-fault accident depending on the level of contribution amount being paid. In case the Club is not able to give the car/van the club will pay for the rental car to a maximum amount of \$250 per week.

3. Damage to Members Vehicle by fire

If the member's vehicle is damaged by fire and the claim is accepted the Club will:

- Arrange for the damage to the Members vehicle to be repaired at the Clubs authorised repairer;
- In the event that the repair cost renders the Members Vehicle uneconomical to repair the Club will pay the member the pre-accident value of the Members Vehicle (see below as to what constitutes the pre-accident value).
- No Hire or replacement car is provided in the above scenario.

4. Members Vehicle stolen

If the member's vehicle is stolen and the claim is accepted the Club will:

- If the vehicle is recovered and is damaged the Club will arrange for the Members Vehicle to be repaired at the Clubs authorised repairer;
- If the vehicle is recovered and is damaged and is uneconomical to repair the Club will pay the member the pre-accident value of the Members Vehicle (see below as to what constitutes the pre-accident value).
- If the vehicle is not recovered the Club will pay the member, the pre-accident value of the Members Vehicle (see below as to what constitutes the pre-accident value).

- No Hire or replacement car is provided in the above scenario.

Those are the only protection offered by the Club. The protections are subject to the exclusions contained in section 10 below. Please read these to ensure you are familiar with them.

Definition of pre-accident value

If pursuant to protection the Club agrees to pay the member the pre-accident value of the Members Vehicle the Club will pay the value of the Members Vehicle not including the accessories and fit-out items. The pre-accident value is the value of the vehicle itself and does not include the value of the further accessories. For the avoidance of doubt as an example, if a Members Vehicle is a 2017 Ford Sedan, the pre-accident value will be the value of that vehicle as a private usage motor vehicle (i.e. the market value of a 2017 Ford Sedan base model in the same or similar condition as the member's vehicle.)

The Club will deduct from the pre-accident value any money that is owed to it for excess or outstanding contributions. If the value of the vehicle is paid to a member then the member agrees that the Club becomes the owner of the salvage and will do all things necessary to transfer the title of the vehicle to the Club.

Conditions for car involved in total loss:

- If we decide to pay a claim, the most we will pay is the depreciated value of the base model of the same make, model and year of manufacture as your Vehicle with an allowance for the vehicle being used predominantly for carrying passengers and the number of kilometers on the odometer.
- When we pay you for the Total Loss, your Vehicle salvage becomes our property. If another party is entitled to the salvage of your Vehicle, then we will pay you or them the Amount Covered, less our estimate of the salvage value, any unpaid excess and unpaid contribution.

Loss of income terms & conditions

- In case of an at-fault accident, the member is not entitled for the loss of income but a hire car will be provided.
- If the member wants to claim the loss of income when not at-fault, then they need to provide certain documents to proceed further:
 - Insurance details for other party
 - Claim number for other party
 - 3-months tax summary
 - Vehicle Registration paper(certIFICATE)
 - BAS statement

If any of the above is not provided, the member will not be entitled to the loss of income.

12. EXCLUSIONS TO PROTECTION

In order to ensure the sustainability of the Club certain exclusions apply to claims for protection. If any one of the exclusions listed below applies to your claim, then your claim will not be admitted by the Committee.

A. If your vehicle is involved in an accident, then you must notify the Club of the accident details within 48 hours of the accident occurring. This is to ensure the Club can maximize the prospects of the most commercial settlement of your claim and any demand from other parties involved in the accident. If the Club is not notified of the collision within 48 hours of it happening protection will not be offered. See the contact phone numbers in paragraph in the end. A member can notify by sending an SMS message to the mobile number if the member wishes.

If the member is at fault and has charged a claim from us, then he cannot cancel membership with MRC before 12 months. Even if he cancels it, he will have to pay the premium for the whole year.

B. If your Vehicle was involved in a collision and the vehicle was in not roadworthy condition at the time of the collision protection will not be offered to you by the Club.

C. If the driver of the vehicle involved in the collision was not an authorized driver which you nominated at the time you took out the application for protection, then protection will not be offered to you by Club. The Club will only offer protection for claims which involve a driver who you nominated in your application.

D. If the driver of the vehicle involved in the collision had any alcohol or drugs in his bloodstream at the time of collision protection will not be offered to you by the Club. This exclusion acknowledges Taxi / Rideshare driver obligations to drive at .00.

E.If the driver of the vehicle at the time of the collision was conveying any load or carrying a number of passengers in excess of that permitted by law protection will not be offered.

F. If the Collision occurred outside the state of Victoria protection will not be offered.

G.If the collision was caused by the driver operating the vehicle in reckless or dangerous manner protection will not be offered.

H. If the loss or damage was caused by the member or member's driver leaving the vehicle unattended and unsecured or in dangerous position protection will not be offered.

I. When the vehicle is not working it must be stored in a secure place such as a locked garage to limit the opportunity of loss or damage.

J. If the driver of the vehicle is not legally entitled to drive the vehicle at the time of the collision whether by reason of not having the appropriate Taxi licence, accreditation or whether his/her licence has been suspended, revoked or cancelled protection will not be offered to you by the Club.

K. If in making the claim for the protection you are in any way dishonest or fraudulent or intentionally do not tell us the truth, then protection will not be offered to you by the Club.

L. Windscreen is not covered under the claim for protection, but the Club can organise the windscreen for its members at a trade price.

M. In a month, you can take free roadside assistance from MRC to deal with various types of problems only once. If the same problem is repeated during a month, you will be charged extra for it.

We will not pay for:

- Damage to property owned by or in the control of you or the driver , or anyone that normally lives with you or the driver
- Any claim for, or related to, death or bodily injury
- Any loss or damage to a substitute car
- Any fines, punitive, exemplary or aggravated damages awarded against you or the driver
- Any liability arising from a failure to notify us of any third party demand
- Any liability caused by the use of a substitute car covered by another insurance policy
- Any liability that is covered under a compulsory statutory scheme regardless of the amount recoverable under it
- Any liability arising from any agreement or contract you enter into unless the legal liability would have existed regardless of the agreement or contract

GENERAL EXCLUSIONS

We will not consider claims under our Membership for damage, loss, cost or legal liability that is caused by or arises from or involves:

<u>A. Unlicensed Drivers</u>	We will not consider claims relating to drivers who are driving the Vehicle as a passenger, vehicle who do not hold a full, current Australian Open Drivers licence AND a current Hire Drivers licence.
<u>B. Overdue monthly Contribution</u>	If a Contribution payment is overdue we can refuse to pay a claim for benefits if payment is 14 days (or more) late.
<u>C. Agreements you enter into</u>	Any agreement or contract you, or someone you authorised to drive or be in charge of your Vehicle, enter into accepting liability. However, we will consider claims if the legal liability would have existed without that agreement.
<u>D. Tyres</u>	Damage to your Vehicle's tyres caused by braking, punctures, road cuts or bursting.
<u>E. Replacement of non-damaged parts</u>	The replacement of non-damaged parts which includes items that are part of a whole set when the loss or damage occurred to only part of that set (such as alloy wheels).

<u>F. Incorrect fuel usage</u>	Loss or damage to your vehicle (including damage to your Vehicle's engine or fuel system) caused by the incorrect type of fuel being used.
<u>G. Unlawful purposes</u>	Your Vehicle is being used for unlawful purposes.
<u>H. Revolution, war</u>	Revolution, hostilities, war or warlike activities or other acts of foreign enemy, military coup; or any looting or rioting following these incidents.
<u>I. Reckless acts</u>	Any intentional or reckless act by you, the driver of the Vehicle or by a person acting with your express or implied consent (such as street racing, burnouts or donuts).
<u>J. Radioactivity/nuclear materials</u>	Radioactivity or the use, existence or escape of nuclear fuel, nuclear material or waste; or action of nuclear fission including the detonation of any nuclear device or nuclear weapon; or any looting or rioting following these incidents.
<u>K. Personal property</u>	Any personal property including but not limited to car or mobile phones, cash and personal effects, tools, sports goods.

<u>L. Overdue or unpaid Contributions</u>	If a Contribution is overdue, we can refuse to consider a claim for benefits until all notices for payment are complied with.
<u>M. Non-standard items</u>	Any vehicle additions that are non-standard include but are not limited to headlight and bonnet protectors, towbars, bumper bars, window tinting and non-standard wheels or rims.
<u>N. Alcohol or drugs</u>	<p>An incident occurs when your Vehicle is being driven by or is in the charge of, anyone who:</p> <ul style="list-style-type: none">● was under the influence of, or had their judgement affected by any alcohol, drug or medication;● had more than the legal limit for alcohol or drugs in their breath, blood, saliva or urine as shown by analysis; or● refused to take a test for alcohol, drugs or medication.
<u>O. Asbestos</u>	Asbestos, asbestos fibres or derivatives of asbestos of any kind.
<u>P. Confiscation or repossession</u>	Legal confiscation or repossession of your vehicle or its contents.

<u>Q. Drivers under 21 years</u>	Your Vehicle when being driven by a person under 21 years of age.
<u>R. Driving a damaged Vehicle</u>	Additional damage caused to your vehicle by driving it after it has been damaged in an incident.
<u>S. Exceeding loading or passenger limits Your Vehicle when it is:</u>	<ul style="list-style-type: none">● carrying more passengers than the vehicle was designed for, or more than the driver is permitted to carry by law;● carrying any load which is not secured according to law, over the legal limit or more than what your vehicle was designed to carry.
<u>T. Failure to take reasonable precautions</u>	Your failure to take reasonable precautions to prevent loss, damage or legal liability.
<u>U. Intentional loss or damage</u>	Legal Intentional loss or damage caused by you, or a person acting with your express or implied consent.or repossession of your vehicle or its contents.
<u>V. Dangerous goods</u>	Your Vehicle is being used to illegally store or transport: <ul style="list-style-type: none">● Substances that pollute or contaminate;● Dangerous or hazardous goods.

W. Any structural, mechanical, electrical or electronic failure or breakdown

- Any mould, mildew, wear, tear, rust, corrosion or depreciation.
- Your Vehicle if it was damaged, unsafe or un-roadworthy at the time of the incident.
- Consequential losses or extra costs following an incident covered by your Membership

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

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

- Cleaning costs; or
- Any costs not covered by your Membership.

X. Condition of vehicle

Y. Biological, chemical, other pollutant or contaminant

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

Z. Motorsports or similar activities Your Vehicle being used:

- in, or being tested in preparation for, a race, contest, trial, test, hill climb or any motorsport; or
- on a competition race track, competition circuit, competition course or competition arena unless your Vehicle:
- is being driven as part of a driver education course that does not involve speeds in excess of 100 km/h or the timing of taxis; or
- you have told us about this use of your Vehicle, and we have agreed to cover you.

13. Your responsibilities when you make a claim for protection

If your vehicle is involved in a collision it is important you follow the steps set out below. if you do not the Club may refuse your Claim:

- Do not admit liability for the Collision. Your Club, with the assistance of legal advice, will determine liability for the collision, an admission of liability may prejudice our ability to resolve claims with other parties;
- You must make the claim within 48 hours of it happening. See exclusion above. This is very important so the Club can maximise the chance of the most commercial resolution.
- You must pay the applicable excess when lodging the claim. The Club does not consider any claim for protection until the excess had been paid.
- You need to provide the Club with all the details of the Claim. This will include a detailed description of what occurred, all details of the other party(s) involved (name, address, phone number, driver's licence and insurer) the other party(s) vehicle details and any witnesses to the collision. Without all of this information, the Club will not be in a position to consider your claim for protection.
- You must be truthful in everything you tell the Club in making the claim. The Club relies upon this information when assessing whether or not to institute or defend legal proceedings. If the information is untruthful or incorrect it may result in the Club paying legal expenses. In this circumstance, the Club has a right to seek these expenses from you where you have been untruthful in making a claim.

- Ensure you take photographs of the accident scene; the vehicles involved and obtain any witness details. If the police attend provide us with the police officer's details.
- In case of an accident, filling the claim form is necessary for repair. Once done, an appointment date will be provided within 14 days of filling the form. On that date, you can leave your car at our place. As soon as the repair is finished, we will intimate you to get your car back.
- **You may send an SMS with the accident details.**
- **If you require a tow truck after a collision, please contact VicRoads on 131176 and arrange a tow to the Club's above address.**

The **HelpLine** details for claims are as follows:

Address: Melbourne Rideshare Club
22 Plunkett Road, Dandenong VIC
3175 Ph: 1300 672 258

Email: info@melbournerrideshareclub.com.au

Website: www.melbournerrideshareclub.com.au

After hours call or text:

Mobile: 0430 100 274 - Parveen Bansal

14. LEGAL PROCEEDINGS AND YOUR ASSISTANCE

If the Club admits your claim for the protection you then authorise the Club to conduct legal proceedings on your behalf. This may mean instituting legal proceedings to recover losses from the party who was at fault, or it may mean defending legal proceedings where you or your driver have been sued for damages caused to someone else. Although the Club will retain lawyers and pay for legal costs of any proceedings, we cannot conduct the legal proceedings without your assistance. As such it is a term of this Policy Document that you cooperate with the Club and their lawyers if legal proceedings are commenced. Normally this would mean, amongst other things:

- You may need to attend Court to give evidence about what occurred;
- ❑ Providing further details of the claim upon request of the Club or its lawyers;
- ❑ in the event you have further losses which the Club does not cover and you want recovered from the other party (for example, your lost income for the period the Taxi was off the road) you need to provide the Club or its lawyers with documentary proof to establish your claim for these losses;
- ❑ your claim for these further losses must be honest and truthful;
- ❑ any loss of income recovered by the Club for the member will be paid once that money is received from the other party.
- ❑ any other reasonable request of the Club or its lawyers which will assist the Club in maximising the Club's chance to recover any loss or damage.

15. CHANGE OF DETAILS

Each protection period is 12 months. The Club will offer protection based on the details you provide the Club when you make your application. If any of these details change during the period of protection you must notify the Club immediately so the Club can make the necessary changes and assess whether it is still prepared to offer protection. If the changes mean the Club will no longer offer protection, then you will have the amount left of your annual contribution refunded on a pro-rata basis. For example, if your protection is cancelled after 6 months then you will have half of your annual contribution refunded.

If you have any queries in relation to anything in this document, please call MRC on 1300 672 258 and someone will assist you.

16. COOLING OFF

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

17. STORAGE

MRC will be responsible for storage upto \$500 only.

If the protected car is outside of Victoria then extra cost will be charged from the member.

Change in membership rules and agreement

The membership rules and agreement can be changed anytime at the director's discretion. For the updated rules and agreement always refer to the website.



We got you covered

THANK YOU FOR READING!

Refer and win 10% discount on each referral every time.

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