

First Choice Rideshare Club Incorporation

Membership Rules and Regulations

The persons who from time to time are members of the Club are an incorporated club by the name given in rule 1 of these Rules.

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

PART 1—PRELIMINARY

1.1 Name

The name of the incorporated club is "First Choice Rideshare Club Incorporated".

1.2 Purpose

The purpose of the Club is to capitalize the collective strength of individual members in order to minimize the risks across all Club members spread across the Taxi, Hire Car, Vans, and Ridesharing Service Industry.

The Club recognises the difficulty for members of the Taxi, Hire Car, Vans, and Ride sharing Service Industry to have protection against certain risks inherent to these Industries.

The Club aims to pool collective financial resources to reduce majority of these risks regarding each member.

1.3 Financial Year

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

PART 2—Members, Obligations and Disciplinary Procedures

2.1 Who is eligible to be a member?

Any person who supports the purposes of the Club and is a part of Taxi, Rideshare, hire car or Commercial Courier Service Industry is eligible for membership.

To apply to become a member of the Club, a person must submit a written application to the committee.

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 \$20 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.

FCRS Club INC. 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 owner; and*
- *be a company, organization, partnership; and*
- *fill the required form*
- *accept to abide by the Rules of the Club; and*
- *make any contribution so required by the Club*

2.2 Consideration of application

- As soon as practicable after an application for membership is received, the Committee decides by resolution whether to accept or reject the application.
- The Committee notifies the applicant in writing of its decision as soon as practicable after the decision is made.
- If the Committee rejects the application, any fees related are returned any money accompanying the application to the applicant.
- No reason needs to be given for the rejection of any application.

2.3 Member disclosure obligations

Club members have an obligation to disclose before the committee everything they know, or could reasonably be expected to know, that is relevant to Club's decision to accept and provide membership under FCRCub INC.

It includes matters we specifically ask about at the time of application for Membership and any other matters which might affect the terms of cover or whether to cover or not. The information given 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 inform us. If you do not inform us about 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.

2.4 Your Responsibilities

Club members must take all reasonable precautions to prevent damage or theft to their 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 for benefits for mechanical damage resulting from an incident.
- move your Vehicle away from rising flood waters.
- 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 BRS CLUB directly or refer to the Membership Rules. FCRS CLUB has absolute discretion on the payment of any claim for benefits dependent 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 BRS Club Inc 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 matter. For example, we may not be able to cover certain driver or drivers.

3. 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-insured by the underwriter for third party property damage cover, and they will cover your Taxi, Rideshare and Van for up to \$20 million for Property Damage 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 in relation to the policy, claim form, excess and the third-party application. It's the duty of the owners to ensure that all information given by them, and drivers are correct, honest, and truthful that third Party cover starts only when all questions are answered, and paperwork signed is received.

You must inform the club when you put new Taxi, Van, rideshare car or any changes so we can update with 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 in accordance with 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.

4. Contribution Amounts

Your contribution which you must pay will depend on what type of Taxi / Rideshare/Van you seek protection 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 contribution has not been paid.

The contributions paid by Members into FCRS CLUB INC. are used as follows:

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

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 FCRS CLUB INC in accordance with the Constitution.

5. When you make a claim for 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 power to admit claims which are otherwise excluded under the protections.

6. Information provided by you

When you apply for membership of 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 application for membership.

It is important the information you provide is 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.

7. Excess payable when you make a claim for 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 only consider a claim where the excess has been paid within 48 Hours of an Incident.

You must pay the excess in full before we consider any claim for benefits or provide any benefits under this Membership. If we do not make a payment for your claim, then we will return any excess you have paid.

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

For Total Loss where the member is at-fault, remaining premium is payable along with the standard excess,

For example, if the membership started on 1st January and the member has a vehicle written off on 31st March (due to member's fault), the member is required to pay the relative excess plus remaining 9 Months of Premium before the club decides on the relevant protection benefits.

You are liable to pay the Excess unless the following applies.

You or the driver didn't contribute to the accident (this means the other driver was entirely at fault). You may be able to show this by providing a police report, expert reports, statement from a witness or photographs.

You supply the at-fault driver's name, address and Vehicle Registration number.

If none of the above is provided, the applicable Excess applies.

What to do if you are involved in an accident.

- 1- Make sure everyone is safe. For emergencies, call 000.
- 2- Try to prevent further loss, damage or liability (e.g. move your car off the road and put on your hazard lights).
- 3- Report the incident to the police. If someone is injured or has stolen, attempted to steal or maliciously damaged your car, call the police as soon as possible and record the time, date, report number and the name of the recording officer.
- 4- Where possible, collect details of all drivers, passengers and witnesses including their full names, addresses and contact numbers. If another car is involved, record its registration number and the driver's name and address. Do not admit fault to anyone.
- 5- Contact us as soon as possible. If towing is required, we will help arrange the towing of your car. When you contact us, describe details of the incident to assist with lodging your claim. If the damage was caused by another person, provide us their name and address and the vehicle's registration number.

Schedule For Excess Payment

1. Standard excess for owners and drivers above 25 Years age	\$ 1000.00
2. Standard excess for total loss, fire, and theft: ***Plus Remaining Premium of the year if written off within First Year of Membership***	\$ 500.00 Plus Standard Excess
3. Second accident during short time of 3 Months within first accident at-fault	\$ 500 Plus Standard Excess
4. Additional excess for drivers between the age of 21-25 Years	\$ 500 Plus Standard Excess
5. Any Unlisted Drivers	
6. International License Holders	\$ 600 Plus Standard Excess
7. Stolen Vehicles Including Car Jacking or attempted Car Jacking	\$ 2500.00
8. taxi Drivers Standard Excess	\$ 1200.00

***** If you or someone you have authorized, hands over your vehicle for Rental purposes, as a Courtesy or for any other reasons to an individual or an organization and the vehicle is not returned, the club will not treat the vehicle as stolen vehicle and will not accept any claim related to that vehicle.

****Theft or damage to your Vehicle if the Vehicle is left unattended, unlocked and with the keys left the car is not covered under any circumstances****

The following is not covered under any Circumstances.

- 1- UnLicensed drivers or Unregistered cars will not be covered.
- 2- If the vehicle is being driven with a Trailer or Caravan attached, and the accident is caused by the Trailer, the accident will not be covered and protection will not be offered under any circumstances.
- 3- Transport costs for damages from at-fault accidents including Car Jacking or attempted Car Jacking will not be Covered and a Replacement vehicle will not be provided.
- 4- Hail Damage is not covered unless clearly stated on Policy Certificate.

Replacement Vehicle or Loss of Income

The club will only provide replacement vehicle for claims that are not at-fault and for a maximum of upto 14 Days only.

The Club will offer Loss of Income for Commercial Drivers for only the number of days the vehicle is repaired. Once notified of the repair work completed, it will be the client's responsibility to arrange for a Pick Up.

The Club will use aftermarket parts for windscreens and window glass (including sun roof) and repairs will meet Australian Design Rules.

Where available we will use aftermarket parts for radiators and air conditioning.

If Parts are not available

If a damaged part is no longer available, we will pay you the last known market price of that part.

The Club is not responsible for costs which occur because of delays in delivery of parts. If a part is unavailable in Australia the Club will pay the cost of surface freight (not airfreight) from the nearest reasonable source of supply. The Club will not pay for any additional hire car costs (maximum of upto 14 Days only) due to the delays in the delivery of parts.

For Total Loss Claims Where the Vehicle has Finance

For a total loss claim, if a credit provider has a financial interest in your car then we will pay them what they are entitled to (up to the value of your claim) and pay you any balance. If the credit provider requests to retain the salvage we will settle them less the salvage value amount.

Insurance, Driving and Criminal History

You have told us that in the past three years:

You or anyone to be insured under this membership have not had an insurer decline, cancel a policy, impose special conditions on a policy, or refuse a claim

You or anyone to be insured under this membership have not committed any criminal act in relation to fraud, theft, burglary, drugs, arson, criminal or wilful damage

You or anyone to be insured under this membership have NOT been declared bankrupt or defaulted on a loan or credit card

No drivers to be insured under this membership have had their driver's license suspended, cancelled or restricted

Your Duty of Disclosure

If we ask you question that are relevant to our decision to insure you and on what terms. You must tell us anything that you know and that a reasonable person in the circumstances would include in answering the questions. You have this duty until we agree to insure you.

Before you extend, vary or reinstate this membership contract you have a duty to tell us anything that you know, or could reasonably be expected to know, may affect our decision to insure you and on what terms.

If you do not tell us something

If you do not tell us something you are required to tell us, we may cancel your membership or reduce the amount we will pay you if you make a claim, or both. If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the membership as if it never existed.

SCHEDULE 2 - MEMBER APPLICATION FORM

Date _____

Full Name _____

Address _____

_____ Postcode _____

A/H Phone No _____ Mobile No _____

A.B.N _____

Depot _____

Registration Number _____

Policy Number _____

Type of Cover: comprehensive _____ Finance _____

Period of Cover _____

Date of Insurance _____

Valid till _____

Premium _____ GST _____

8. Cancellation and renewal of your protection

After a completion of 12 Months, the protection is automatically renewed for the next year unless otherwise advised by the member. The renewal 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.

9. Protections offered by the Club

The Club offers a range of protections which relate to accidental motor vehicle collisions involving the members Taxi, Hire Car/Van, or any other Ride Share Vehicle. Members who have had an accident whether at fault or not at fault and who decide to handle their cases themselves risk having their claims not being accepted. This is a breach of contract with the club and membership agreement will be cancelled immediately and payment to the other party for any previous claims lodged may be refused. All accidents, whether at fault or not must be reported to the Club within 48 hours. If the club is not notified within the 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.

1. Accidental Motor Vehicle Collision (Members Vehicle): if the claim is accepted the Club will:

1.1 arrange for the damage to the member's vehicle to be repaired at the Clubs authorised repairer ; choice of repairer is not offered.

1.2 In the event that the repair cost renders the vehicle uneconomical to repair the Club will pay the member the pre-accident value of the Members Vehicle using RedBook Valuations only and vehicle condition as "GOOD" only.

1.3 arrange for an Uber ready replacement car (not at fault claims only and where the damage is not due to fire or theft including Car Jacking or attempted Car Jacking) till the time your car is being repaired depending on the level of your cover and the 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 \$200 per week for 3 Weeks.

2. Accidental Motor Vehicle Collision (Third Party Claim): if the claim is accepted the Club will:

2.1 Indemnify the member against any claim or demand made by a Third Party for loss or damage which was caused in a collision which involved the members Vehicle to a maximum sum of \$10,000

.

2.2 Arrange for an insurer to indemnify the member for any claims from a Third Party which exceed \$10,000.

2.3 Members are not eligible for any Uber Replacement vehicles or Loss of Income benefits for third party claims.

3. Damage to Members Vehicle by fire: if the member's vehicle is

damaged by fire and the claim is accepted the Club will:

3.1 Arrange for the damage to the Members vehicle to be repaired at the Clubs authorised repairer.

3.2 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).

4. Members Vehicle stolen: if the member's vehicle is stolen and the claim is accepted the Club will:

4.1 If the vehicle is recovered and is damaged the Club will arrange for the Members Vehicle to be repaired at the Clubs authorised repairer.

4.2 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 Member 's Vehicle using RedBook Valuations only and vehicle condition as "GOOD" only (see below as to what constitutes the pre accident value).

4.3 If the vehicle is not recovered the Club will pay the member, the pre- accident value of the Members Vehicle using RedBook Valuations only and vehicle condition as "GOOD" only (see below as to what constitutes the pre-accident value).

4.4 The member is not eligible for a Replacement Vehicle or Loss of Income (also applies on Car Jacking)

These are the only protections 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 a 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 and fit out items which are required for the vehicle to become an on the road taxi / rideshare car. For the avoidance of doubt as an example, if a Members Vehicle is a 2015 Toyota 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 2015 Toyota Sedan in the same or similar condition as the member's vehicle using Redbook Valuations with vehicle condition as "GOOD".) 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 owner of the salvage and will do all things necessary to transfer title of the vehicle to the Club.

10. 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.

1.1 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 maximise 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 11.7 herein. A member can notify by sending a SMS message to the mobile number if the member wishes.

- 1.2** 1.2 If your Vehicle was involved in a collision and the vehicle was not in a roadworthy condition at the time of the collision protection will not be offered to you by the Club.
- 1.3** If the driver of the vehicle involved in the collision was not an authorised 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 involves a driver who you had nominated in your application.
- 1.4** If the driver of the vehicle involved in the collision had any alcohol or drugs in his blood stream 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.
- 1.5** 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
- 1.6** If the Collision occurred outside the state of Victoria protection will not be offered.
- 1.7** If the collision was caused by the driver operating the vehicle in a reckless or dangerous manner protection will not be offered.
- 1.8** If the loss or damage was caused by the member or members driver leaving the vehicle unattended and unsecure or in a dangerous position protection will not be offered.
- 1.9** 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.
- 1.10** 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.
- 1.11** If in making the claim for 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.
- 1.12** Windscreen is not covered under the claim for protection, but the Club can organise the windscreen for its members at a trade price.

General exclusions

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

a) Unlicensed Drivers

We will not consider claims 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.

b) Overdue monthly Contribution

If a Contribution payment is overdue we can refuse to pay a claim for benefits if payment is 14 days (or more) late.

c) Agreements you enter into

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

d) Alcohol or drugs

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

- 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.

e) Asbestos

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

f) 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.

g) Confiscation or repossession

Legal confiscation or repossession of your Vehicle or its contents.

h) Condition of Vehicle i-e 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

i) 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.

j) Dangerous goods

Your Vehicle being used to illegally store or transport:

- Substances that pollute or contaminate.
- Dangerous or hazardous goods.

k) Drivers under 21 years

Your Vehicle when being driven by a person under 21 years of age.

l) Driving a damaged Vehicle

Additional damage caused to your Vehicle by driving it after it has been damaged in an incident.

m) Exceeding loading or passenger

limits Your Vehicle when it is:

- 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.

n) Failure to take reasonable precautions

Your failure to take reasonable precautions to prevent loss, damage or legal liability.

o) Intentional loss or damage

Intentional loss or damage caused by you, or a person acting with your express or implied consent.

p) Motor sports or similar

activities Your Vehicle being used:

- in, or being tested in preparation for, a race, contest, trial, test, hill climb or any motor sport; or
- on a competition racetrack, 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 100km/h or the timing of taxis; or
- you have told us about this use of your Vehicle, and we have agreed to cover you.

q) Non-standard items

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

r) Overdue or unpaid Contributions If a Contribution is overdue, we can refuse to consider a claim for benefits until all notices for payment are complied with.

s) Personal property

Any personal property including but not limited to car or mobile phones, cash and personal effects, tools, sports goods, laptops, ipads, or any electronic goods.

t) Radioactivity/nuclear materials

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

u) Reckless acts

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

v) Revolution, war

Revolution, hostilities, war or war like activities or other acts of foreign enemy, military coup; or any looting or rioting following these incidents.

w) Unlawful purposes

Your Vehicle being used for unlawful purposes.

x) Incorrect fuel usage

Loss or damage to your Vehicle (including damage to your Vehicle's engine or fuel system) caused by the incorrect type of fuel being used.

y) Replacement of non-damaged parts

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

z) Tyres

Damage to your Vehicle's tyres caused by braking, punctures, road cuts or bursting

12. 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 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 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 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.
- 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.
- Ensure you take photographs of the accident scene; the vehicles involved and obtain any witness details. If police attended the scene, please provide us with the police officers details.
- The Help Line details for claims are as follows: First Choice Rideshare Club Inc.

82 Horne Street Campbellfield VIC 3061 Ph: 0415 257 066

Email: info@fcrc.com.au Web: www.fcrc.com.au

After hours call or text: Mobile: 0415 257 066– Masood Ashraf

- 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.

13. Legal proceedings and your assistance

If the Club admits your claim for 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 co-operate 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 Clubs chance to recover any loss or damage.

14. Change of details

You must keep your contact details, including your Australian Mobile number, postal address and email address up to date. If we do not have up to date contact details you might not receive your important policy documents which could impact whether you have cover in place. 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 in 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 FCRS CLUB INC on 0433 142 579 and someone will assist you.

15. Cooling off

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