

# Mobility Mutual.

## **BETWEEN-BOOKING COVER**

### PRODUCT DISCLOSURE STATEMENT

Mobility Mutual Limited  
ACN: 653 040 647  
Tel.: (02) 8035 8000  
Email: [legal@mobilitymutual.com.au](mailto:legal@mobilitymutual.com.au)  
Address: Level 30, 580 George St, Sydney NSW 2000

This document was prepared on 8 August 2023 by  
Mobility Mutual Limited ACN 653 040 647

Distribution of this document has been authorised by  
Picnic Licensing Pty Ltd ACN 647 642 117 AFSL No. 532540

## **For more information contact the Agent, Carshare Support Pty Ltd:**

Telephone: (02) 8035 8000  
Email: [members@ubercarshare.com](mailto:members@ubercarshare.com)

### **Claims**

Telephone: (02) 8035 8000  
Email: [members@ubercarshare.com](mailto:members@ubercarshare.com)

### **Complaints**

Telephone: (02) 8035 8000  
Email: [complaints@mobilitymutual.com.au](mailto:complaints@mobilitymutual.com.au)

### **Privacy**

Telephone: (02) 8035 8000  
Email: [legal@mobilitymutual.com.au](mailto:legal@mobilitymutual.com.au)

### **Mutual – Mobility Mutual Limited**

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### **AFSL Holder**

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*This Product Disclosure Statement has been authorised for distribution by Picnic Licensing Pty Ltd ACN 647 642 117 AFSL no. 532540.*

Version 2.1 (8 August 2023)

# INTRODUCTION

This Product Disclosure Statement (**PDS**) is an important legal document. It is designed to help you understand what you need to know about Mobility Mutual Limited ACN 653 040 647 (the **Mutual**) and the protection for Owners (**Between-Booking Cover**) so you can make an informed choice about whether or not you wish to join the Mutual as a Member (**Membership**) and how to purchase Between-Booking Cover.

The Mutual is the product issuer of the Between-Booking Cover. It is provided by the Mutual on the terms contained in this PDS (subject to the operation of the Constitution of the Mutual). Between-Booking Cover is distributed by Carshare Support Pty Ltd ACN 163 596 530 AR No 1304799 (**Agent**).

Before you decide whether to join the Mutual or to hold Between-Booking Cover, please read this PDS, the [Financial Services Guide](#)<sup>1</sup> and the [Constitution](#)<sup>2</sup> carefully.

[Part 1](#) of this document contains information about the Mutual, Between-Booking Cover and how to become a Member of the Mutual including details about the rights and entitlements of Members and explains the benefits and risks that are relevant to purchasing Between-Booking Cover.

[Part 2](#) of this document is the Protection Wording for Between-Booking Cover. It contains the terms and conditions on which protection is to be provided by the Mutual including the benefits, exclusions, conditions and other details about accessing the Between-Booking Cover including how to make a claim.

You will be given the opportunity to purchase Between-Booking Cover when you list your vehicle on a Full-Time Fleet Sharing Plan and you join as a Mobility Mutual Member. You will be given a PDS Quotation which will provide details of the Between-Booking Cover provided and the amount charged for Between-Booking Cover included in the fee for your Sharing Plan. This is referred to as your **Contribution** to the Mutual (as defined in the Constitution).

A Protection Schedule will be issued to you when you first purchase your Sharing Plan and this forms part of the terms and conditions of the Between-Booking Cover. See Part 2 of this document for further details.

The Mutual may update this document from time to time without notifying you (but only if it is not materially adverse information). You can obtain a copy of any updated information by contacting the Agent or visiting the Mutual website<sup>3</sup>. A free paper or electronic copy of any updated information will be made available to you on request, at no charge. When necessary, the Mutual will issue a supplementary or replacement document.

This document contains words that may have special meaning. Such words are characterised in Title Case. Their meaning for the purpose of this document is described in the [GLOSSARY](#).

For your quick reference, there are words in this document that are linked to other parts of the document or another document. Where a link exists, the word with the link will be shown in a different colour with an underline.

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<sup>1</sup> <https://www.mobilitymutual.com.au/s/Mobility-Mutual-Financial-Services-Guide.pdf>

<sup>2</sup> <https://www.mobilitymutual.com.au/s/Mobility-Mutual-Constitutution.pdf>

<sup>3</sup> [www.mobilitymutual.com.au](http://www.mobilitymutual.com.au)

## GLOSSARY

Words with a special meaning:

<b>Accident</b>	means any collision between the Vehicle and any other object, including another vehicle, or any other incident or occurrence that results in the Vehicle being damaged, lost or destroyed.
<b>AFS</b>	means Australian Financial Services.
<b>AFSL</b>	means Australian Financial Services Licence.
<b>APRA</b>	means Australian Prudential Regulation Authority.
<b>ASIC</b>	means Australian Securities and Investments Commission.
<b>Between-Booking Cover</b>	means the type and amount of Between-Booking Cover that a Member is able to access, which will be provided to the Member as a discretionary risk product.
<b>Board</b>	means the board of directors of the Mutual.
<b>Booking</b>	means an instance where a Borrower uses the Uber Carshare Platform to reserve a Vehicle belonging to an Owner.
<b>Booking Period</b>	means the period of a Booking (including any amendments to that period that are made and accepted through the Booking System).
<b>Booking System</b>	means the technology that coordinates Bookings and payments through the Uber Carshare Platform.
<b>Borrower</b>	means a person who borrows, or makes a Booking to borrow, a Vehicle using the Uber Carshare Platform.
<b>Card</b>	means the credit or debit card that a Member has selected as their primary method of payment to us for amounts owing to Uber Carshare or that the Agent collects as agent for us.
<b>Carshare Support, the Agent</b>	means Carshare Support Pty Ltd ACN 163 596 530, AR No 1304799
<b>Collision or Damage Report Form</b>	means the report provided by the Agent to Members for reporting Damage and Loss.
<b>Constitution</b>	means the constitution of the Mutual, governing membership and protection offered by the Mutual.
<b>Contribution</b>	means the total amount of fees plus any taxes that a Member is required to pay to access Between-Booking Cover for the duration of each Protection Period.
<b>Damage and Loss</b>	means: <ul style="list-style-type: none"> <li>● damage to the Vehicle that occurs outside of a Booking Period and requires repair or replacement (excluding normal wear and tear);</li> </ul>

	<ul style="list-style-type: none"> <li>● towing, storage and recovery charges;</li> <li>● fees and charges relating to the assessment or quantification of the loss or damage; and</li> <li>● Third Party Damage and Loss, including any applicable taxes.</li> </ul>
<b>Damage Policy</b>	means the policy published and maintained by the Agent that applies to Damage and Loss to a Vehicle.
<b>Delist(ed)</b>	means, in respect of a Vehicle, that the Vehicle is made permanently unavailable for Borrowers to Book through the Uber Carshare Platform.
<b>Driving History</b>	means the driving-related events in your past that the Agent will use to help assess your suitability for the Uber Carshare Platform.
<b>Event</b>	means an event where Damage and Loss occurs at the same address and time. For example, if you scrape the Vehicle when reversing out of the driveway it will be one Event. If, later during the day, you have a collision with a third party driver, it will be a second Event.
<b>Excess</b>	means the amount we will charge your Card in respect of an Event, as set out in your PDS Quotation and Protection Schedule.
<b>FSG</b>	means the document named Financial Services Guide issued by the Mutual.
<b>Licensee</b>	means the holder of an AFSL.
<b>Manager</b>	means Picnic Services Pty Ltd ACN 638 145 418, AR No: 1300248
<b>Member</b>	means a current member of the Mutual.
<b>Membership</b>	means the membership of the Mutual available to Members.
<b>Mutual</b>	means Mobility Mutual Limited ACN 653 040 647.
<b>Owner</b>	means a person who makes their Vehicle available for Bookings through the Uber Carshare Platform.
<b>PDS</b>	means this document, named Product Disclosure Statement, issued by the Mutual.
<b>PDS Quotation</b>	means the document titled 'Product Disclosure Statement Quotation' issued by the Mutual prior to purchasing the Between-Booking Cover that provides details of the Between-Booking Cover, including a quote for the amount of your Contribution, and which forms part of this PDS.
<b>Picnic</b>	means Picnic Licensing Pty Ltd ACN 647 642 117, AFSL 532540
<b>Protection Limit</b>	means the maximum amount payable by the Mutual for any one Damage and Loss or series of Damage and Loss by the Member arising out of any one Event, as set out in the PDS Quotation and Protection Schedule.
<b>Protection Period</b>	means the duration for which Between-Booking Cover will be active, beginning on the date stated in the Protection Schedule and ending and on the dates stated in the

	Protection Schedule or the date on which your Vehicle is Delisted or becomes a Key Handover Vehicle, whichever occurs first.
<b>Protection Schedule</b>	means the schedule of protection issued by the Mutual in relation to your Between-Booking Cover.
<b>Protection Wording</b>	means the terms on which Between-Booking Cover is provided as a discretionary risk product by the Mutual.
<b>Sharing Plan</b>	means the Uber Carshare vehicle sharing plan that you select for the vehicle when you list it on the Uber Carshare Platform.
<b>Third Party Damage and Loss</b>	means: <ul style="list-style-type: none"> <li>(a) legal liability to pay compensation for Damage and Loss to someone else's property arising out of an Accident where You or an Authorised Driver were at fault and the legal liability arises out of the use of a Vehicle;</li> <li>(b) legal liability arising out of the use of a Vehicle that results in death or bodily injury to another person (not including any person who is driving or in charge of the Vehicle or a member of Your family), provided that the event or series of related events that gave rise to the legal liability, or any part of it, is not covered or indemnified in any way by any statutory or compulsory insurance or any compensation scheme or fund.</li> <li>(c) costs of defending a legal claim for compensation for loss or damage described in (a), provided that We have approved the costs and expenses prior to them being incurred.</li> </ul>
<b>Uber Carshare</b>	means Uber Carshare Pty Ltd ACN 609 590 463, AR No: 1304798
<b>Uber Carshare Member Agreement</b>	means the Member Agreement between Uber Carshare and its members, governing use of Vehicles through the Uber Carshare Platform.
<b>Uber Carshare Platform</b>	means the service of facilitating peer-to-peer Vehicle sharing provided by Uber Carshare.
<b>Vehicle</b>	means a vehicle including its standard modifications and accessories as supplied by the manufacturer, keys, remote opening devices and tolling device, made available for sharing through the Uber Carshare Platform.
<b>We, us, our</b>	means the Mutual.
<b>You, your(s)</b>	means a Member who has purchased Between-Booking Cover as described in the Protection Schedule.

# PART 1: IMPORTANT INFORMATION

## SECTION 1 – ABOUT THE MUTUAL

### 1. What is the Mutual?

The Mutual is a non-profit company limited by guarantee that has been formed to operate a discretionary mutual fund to provide financial protection for the benefit of people participating in the peer-to-peer sharing economy, including vehicle owners and borrowers who use the Uber Carshare vehicle sharing platform. Mobility Mutual offers discretionary risk protection, including Between-Booking Cover and associated financial services solely to the members of the Mutual (**Members**). Claims on the Mutual may only be made by Members.

Between-Booking Cover is a financial risk product regulated under the *Corporations Act 2001 (Cth)* (**Corporations Act**) and it is not insurance – it is known as “discretionary risk protection” or “protection”.

As a discretionary mutual, the Mutual can use the combined purchasing power of its Members to spread the cost of risk and to provide additional coverage within the discretionary risk protection in areas where traditional insurers will not provide cover.

The Mutual, the Agent and the Manager have worked closely with the community to design Between-Booking Cover, a product that is tailored to the needs of the owners of Full-Time Fleet sharing vehicles.

### 2. Who is involved?

The Agent is an authorised representative (AR No: 1304799) of Picnic Licensing Pty Ltd (**Picnic**) (AFSL no: 532540). The Agent will act in all Member-facing aspects for the Mutual and will offer membership and Between-Booking Cover on behalf of the Mutual, together with Uber Carshare Pty Ltd (**Uber Carshare**), also an authorised representative (AR No: 130478) of Picnic. More information about the Agent and Uber Carshare is contained in the [Financial Services Guide](#)<sup>4</sup>.

The Agent is your first point of contact for any enquiries about Membership and Between-Booking Cover. Our contact details are at the front of this document.

Picnic Services Pty Ltd (**Manager**) provides financial and governance services to the Mutual. The Manager is an authorised representative (AR No: 1300248) of Picnic. More information about the Manager is contained in the Financial Services Guide.

### 3. How is the Mutual managed?

The Board of the Mutual manages the Mutual with the assistance of the Manager, who acts as a financial and governance manager, and the Agent, who acts in all services and claims interactions with Members as well as being membership administrator. The Agent will make offers of Membership and Between-Booking Cover to eligible Owners who wish to participate and become a Member.

The Board must abide by the Constitution of the Mutual, which sets out the objectives of the Mutual, its powers as a company limited by guarantee, the rules governing its operations, the eligibility criteria of Members, the election of Directors and the conduct of Members’ and Directors’ meetings.

It also contains the power to exercise discretion in response to a Member’s claim for Between-Booking Cover should a Member suffer Damage or Loss of the type described in the Protection Wording (see Part 2 of this document for full details of the terms of Between-Booking Cover).

Each Member of the Mutual is entitled to appoint a representative to vote at a general meeting of Members.

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<sup>4</sup> <https://www.mobilitymutual.com.au/s/Mobility-Mutual-Financial-Services-Guide.pdf>

The Board also has the discretion to appoint other non-executive and independent directors, allowing them to participate in the decision-making process and represent the membership base.

Members of the Mutual have the right to have a claim for Between-Booking Cover considered by the Board and the Board has the absolute discretion to accept or refuse a Member's claim for Between-Booking Cover. Discretionary Protection is described in more detail in [SECTION 3](#).

## **SECTION 2 – HOW DOES IT WORK?**

### **4. Member-based community**

The structure of the Mutual means the Mutual is owned by its Members and you will be invited to join as a Member when you are offered Between-Booking Cover. Only Members of Mutual are entitled to access the benefits of Between-Booking Cover when they pay their Contribution.

The Mutual uses the combined resources of all Member's Contributions to fund Between-Booking Cover and other operating costs. The combined resources of the Mutual as collected from all Members effectively funds the payment of Between-Booking Cover claims by the Mutual.

The advantage of the mutual structure is that it provides a cost-effective way for Members to manage the financial risk arising out of or in relation to their use of Vehicles through the Uber Carshare Platform. Managing the risk pool in this manner, along with its tax benefits, enables the Contributions to be kept at a minimum.

### **5. What are the benefits of Membership?**

Members of the Mutual have the right to have a claim considered by the Board and the Board will consider a Member's claim for Between-Booking Cover in accordance with the Protection Wording, the Constitution and the Guidelines set by the Board. The Mutual will always be the party paying your accepted claim.

The Board sets guidelines to ensure it operates fairly and consistently and in the interests of the Members. The Board also considers the terms of this PDS and Protection Wording when determining claims for Between-Booking Cover.

Members' rights are contained in the Constitution. It describes the Board's powers when considering claims made by Members who have acquired Between-Booking Cover. A copy of the Constitution is available at: [www.mobilitymutual.com.au](http://www.mobilitymutual.com.au).

### **6. Who can join the Mutual?**

The Agent and the Board decide who to admit to Membership. Membership is available on application by Owners. Membership enquiries can be directed to the Agent using the contact details at the front of this document. You will be offered Membership when you agree to the Uber Carshare Member Agreement and Between-Booking Cover will be offered to you for each eligible Vehicle you list on the Full-Time Sharing plan on the Uber Carshare Platform. If you accept, you will be provided with a Protection Schedule.

## **SECTION 3 – DISCRETIONARY RISK PROTECTION**

### **7. What is Between-Booking Cover?**

Your Contribution to access Between-Booking Cover is used to protect you for Damage and Loss to your Vehicle that occurs outside of a Booking Period.

Between-Booking Cover is only available for Vehicles that are dedicated to sharing on the Uber Carshare Platform under the Full-Time Fleet sharing plan. It does not cover your own personal or business use of the Vehicle beyond specific limits.



Between-Booking Cover is provided on the condition that:

- you notify us (or the Agent notifies us on your behalf) of the claim within 30 days of the Event resulting in the claim, and that Event arose outside of a Booking Period;
- we have approved the costs and expenses prior to them being incurred by you;
- the total aggregate Protection Limit will apply in respect of each single Event (being an Event that occurs at the same place and time); and
- other conditions set out in the Protection Wording.

## 8. Why does the Board have discretion to approve claims?

We refer to our benefits as 'protection' to highlight the fact that the product we offer is not insurance. Between-Booking Cover is 'discretionary protection' which is a legitimate way in which you can manage your liability for costs involved with any Damage and Loss to a Vehicle.

To qualify as discretionary protection, it is important for the Board to have the absolute discretion to accept or reject a Member's claim. Otherwise, there is a risk that the product would be considered an insurance product and the Mutual would be required to be authorised under the *Insurance Act 1973 (Cth)* (**Insurance Act**) to conduct an insurance business.

By offering Between-Booking Cover that is discretionary, the Mutual is able to offer its Members a financial product for management of the risks for Damage and Loss between Booking Periods to vehicles that are dedicated to sharing, without establishing an insurance company. Discretionary protection is a financial product which is regulated by the ASIC. ASIC supervises Picnic as the AFSL holder for the financial product.

APRA regulates insurance companies, but not discretionary mutuals such as the Mutual. This means the Mutual is not subject to the prudential standards set by APRA or the provisions of the *Insurance Act 1973 (Cth)*. Between-Booking Cover is not subject to the *Insurance Contracts Act 1984 (Cth)*.

Insurance is different to discretionary protection because an insurer must indemnify a policyholder if the claim comes within the policy terms and conditions. Between-Booking Cover involves the Board deciding whether to exercise its discretion to pay a claim based on its understanding of the Member's claim and its potential impact upon the financial position of the Mutual.

The Board's discretion will be exercised fairly and consistently, and with all due consideration to the merits and circumstances of each claim and the terms and conditions of Between-Booking Cover set out in the Protection Wording in Part 2 of this document.

The Board sets guidelines to ensure that they exercise discretion in the interests of the Members and they will consider whether your claim falls within the Protection Wording when deciding whether you qualify for the payment of your claim.

Notwithstanding that the Between-Booking Cover offered is not insurance, the Board seeks to maintain adequate claims provision, surplus assets, and insurance cover (to protect the Mutual from financial exposures). The Mutual also abides by governance policies and protocols which are benchmarked to the standard of the generally accepted practices expected of a general insurer as contained in APRA's prudential standards. There is no guarantee from the Federal Government's Financial Claims Scheme in the event of insolvency of the Mutual.

This PDS explains the scope of Between-Booking Cover and gives Members an indication of the circumstances when the Board is likely to exercise its discretion in favour of the payment of a Member's claim.

## 9. What are the significant risks?

Between-Booking Cover is a financial product and you should be aware of the following:

- *Between-Booking Cover is not an insurance product*

The Mutual provides discretionary risk protection which is a 'miscellaneous financial risk product'. This means that there is no automatic right of indemnity under Between-Booking Cover's Protection Wording. Instead, there is an automatic right to have a claim considered and the Member may ask the Board to exercise their discretion to indemnify them for the loss. The payment of all claims is at the discretion of the Board.

- *Whether there is adequate funding of Mutual*

The Mutual will issue discretionary protections to other Members that are not Owner Members and are not described in this PDS. The contributions of all Members are combined to fund the protections for all Members.

If the number of claims made in any one year by all members exceed the amount of Contributions that the Mutual has set aside to pay claims, there could be a risk that a Between-Booking Cover claim would not be paid.

To avert this risk, the Mutual regularly takes professional advice as to the adequacy of the Contributions to meet likely claims liabilities. In addition, if such protection is available in the insurance and (re)insurance market, the Mutual may purchase (re)insurance to meet claims that exceed the Mutual's self-retention limit or that covers a given proportion of claims. When the (re)insurance program is structured in this way, we will be fully funded for claims liabilities.

At its discretion, the Board may make a decision not to pay any claims resulting from an Event, or to make a reduced payment, in the interests of all Members. For instance, the Board may exercise its discretion to pay claims on a proportional basis depending on the total amount of Contributions collected from its Members and the number and size of claims, as a way to ensure that all Members with claims caused by a particular Event are treated fairly. The aim of the Mutual is to manage the limits of protection and it has purchased (re)insurance in order to fully fund claims.

- *A Member could lose their entitlements if their Membership is cancelled by the Mutual's Board.*

The Mutual is operated for the benefit of all Members. The Board reserves the right to expel Members or deny them access to Between-Booking Cover in circumstances which are in the best interests of the Members as a whole, or where a Member breaches the rules of Membership or the Uber Carshare Member Agreement. This includes where the Member has unpaid Contributions, or any other circumstances as set out in the Constitution.

## SECTION 4 - FINANCIAL INFORMATION

### 10. What does Between-Booking Cover cost?

Contributions are the amount you pay to us for each Protection Period whilst you require Between-Booking Cover.

The Agent calculates the amount of the Contribution based on risk factors which are relevant to use of Vehicles and your Between-Booking Cover. The Contribution may be a percentage of the fee for a Sharing Plan or an additional fee and it may be priced according to the level of the plan you take. The amount of your Excess for claims will also have a bearing on the Contribution that you are charged.

Your Contribution amount and the Excess you select will be quoted as a dollar amount onscreen on the PDS Quotation when you select your Sharing Plan. This will also be shown in an email confirming your Between-Booking Cover or you make any changes to your Sharing Plan.

### **11. Are there any tax implications?**

Your Contributions have preferential income tax treatment when paid into the Mutual and they may be tax deductible. Contributions will be subject to GST. This will be included in the PDS Quotation when you select your Sharing Plan.

There is no stamp duty or other insurance taxes (e.g. emergency services levy) payable on the Contributions.

The Mutual does not provide any advice on the individual tax treatment for Members of having Membership and Between-Booking Cover or the tax treatment of any claims that are paid to Members. Members should seek their own tax advice.

### **12. What happens to any surplus?**

At the end of the financial year, there may be a 'surplus' of funds held by the Mutual – this is the amount that the Mutual retains and have not paid out in claims to Members at the end of the financial year.

The Mutual may in its discretion apply a surplus from a previous financial year to assist in the capability of the Mutual to fund claim payments in future, reduce Contributions for Members, provide increased protection to Members, or for any other use approved by the Board on the grounds that it is considered beneficial to Members.

Unlike other public companies, Members are not entitled to receive surplus funds on voluntary winding up or after the closure of the financial year or Protection Period in order to preserve the tax treatment.

If the Mutual is wound up, the Mutual could use a surplus for the purposes of its objects including in any successor mutual or risk vehicle, to offer other products and services that benefit the Members or by transferring it to other non-profit organisations which provide benefits to the Members.

### **13. Estimating future payments**

On the advice of its professional consultants, the Agent and the Manager, the Mutual will calculate the total amount of Contributions reasonably required to ensure that it will have appropriate financial resources to discharge future liabilities.

Each year, the Mutual will model its future claims liabilities to Members based on a mathematical model and actuarial advice. The Mutual will manage these future liabilities and payments through its risk assessment process, reserves and the (re)insurance policy it holds.

## **SECTION 5 – CLAIMS**

### **14. How to claim**

Claim notifications may be lodged in writing through the Uber Carshare website or app. Refer to the Protection Wording for more details. The Agent can be contacted at the address and telephone numbers set out at the front of this document. The Agent can provide expert advice and assistance in the event of a loss.

### **15. When you make a claim**

As a Member, you will have an automatic right to have your claim for Between-Booking Cover considered by the Board.

The Agent will support the Board to process claims and deal with recoveries. The Agent makes recommendations to the Board on whether or not to accept a claim and the amount to be paid. At its discretion, the Mutual may elect to take over the management or defence of any claim or recovery action on your behalf.

The Board's discretion to refuse or reduce a claim is absolute. The Board has the power to pay claims that do not fall within the Protection Wording. If the Board exercises its discretion not to pay the claim, or to pay only part of the claim, the Agent shall advise you promptly.

## 16. How Damage and Loss is quantified

Subject to the limits and conditions of protection, if during the Protection Period there is Damage and Loss and the Mutual accepts your claim for protection then in accordance with the Constitution, we will:

- pay the reasonable cost of repairing your Vehicle (which may include the use of used parts or parts that were not made by the original equipment manufacturer); or
- settle Your claim on a total loss basis if your Vehicle is:
  - damaged beyond economic repair; or
  - stolen and not recovered,

in which case settlement will be based on the market value of your Vehicle at the date of the Accident or theft, as determined by an independent valuer appointed by us or the Agent when assessing your claim.

If you do not agree with the valuation made by the independent valuer then you may provide us with evidence to support your alternative valuation. The final determination of the market value of your Vehicle will be made by us or the Agent.

We may elect to arrange for the repair of your Vehicle, or pay you an amount equivalent to the cost of repairing your Vehicle based quotes that we obtain for the repairs.

The total aggregate protection limit will apply in respect of each single Event.

## SECTION 6 – COMPLAINTS

In this section, references to we/us/our include the Agent.

### 17. Making a complaint

We are committed to ensuring our products and services meet your expectations and we value feedback on how we are performing. The Agent's customer care team is the first point of contact and will aim to resolve your complaint. [CONTACT DETAILS](#) are set out on Page 2.

We will acknowledge your complaint immediately and we will attempt to resolve your complaint within 15 business days of the date we receive your complaint.

If you have a complaint about any of the services provided by us or any other person engaged by us, please contact the Agent on the contact details provided on page 2 of this document.

### 18. Escalating a complaint

If you are not satisfied with our decision or if your complaint remains unresolved after 15 business days, you may refer the matter to our Internal Dispute Resolution (**IDR**) team.

Disputes processed by the IDR team will be presented to a Review Committee. The review will be guided by the principles of good faith, equity and merit. If you are still unhappy with the outcome, you can choose to have the matter resolved externally.

## 19. External Dispute Resolution

If you are not satisfied with the outcome of your complaint or we do not resolve your complaint within 30 calendar days of the date on which we first received your complaint, you can contact the Australian Financial Complaints Authority (AFCA). This independent body provides its service free of charge and we will abide by the outcome. The decision is not binding on you.

AFCA is an external complaints resolution scheme approved by ASIC to provide free advice and assistance to consumers to help them in resolving complaints relating to members of the financial services industry. Information about AFCA, and the types of disputes that it can consider, can be found at its website.

Membership of AFCA is held by Picnic as the authorising licensee of Uber Carshare, the Agent and the Manager.

### AFCA Contact Details

Freecall number: 1800 931 678

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

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

Post: GPO Box 3, Melbourne, VIC 3001

Online complaint form: <https://ocf.afca.org.au>

## SECTION 7 – CHANGES AND CANCELLATIONS

### 20. Protection Period

Your Between-Booking Cover will commence on the date and time shown on your current Protection Schedule. It will cease on the dates stated in the Protection Schedule or the date on which your Vehicle is Delisted or on which it is no longer listed on an Uber Carshare sharing plan that includes Between-Booking Cover, whichever occurs first.

### 21. Changing your details

You need to advise us if your personal details change including your contact details (such as residential address and telephone number/email address).

### 22. Cancelling your Membership and Between-Booking Cover

You may cancel Between-Booking Cover at any time by Delisting your Vehicle as directed in the Uber Carshare Platform's app or website or by switching it to an Uber Carshare sharing plan that does not include Between-Booking Cover. Your Between-Booking Cover will also be cancelled if the Agent Delists your Vehicle or switches it to an Uber Carshare sharing plan that does not include Between-Booking Cover.

If you have paid a Contribution for a Protection Period and you Delist or change your sharing plan or the Agent Delists your Vehicle or changes your sharing plan before that Protection Period ends, a pro-rata portion of your Contribution for the remainder of the Protection Period will be refunded.

You may cancel your Membership by contacting us using the details set out at the front of this document.

If you cancel your Membership, you cannot access Between-Booking Cover for your Vehicle unless you become a Member again with Between-Booking Cover. Your right to access the Uber Carshare Platform may also be terminated, where permitted under the terms of your Uber Carshare Member Agreement.

Your access to Between-Booking Cover for your Vehicle will cease on the date notified to You in writing, or at the end of the calendar month or other period for which your Contribution has been fully paid (whichever is the earliest);

## PART 2: PROTECTION WORDING

### 1. WHAT IS PROTECTED?

Your Contribution to access Between-Booking Cover is used to protect you for Damage and Loss outside of a Booking. This means Between-Booking Cover protects your Vehicle, up to the value of the Protection Limit referred to in your PDS Quotation and the Protection Schedule, from:

- damage where your Vehicle requires repair or replacement;
- theft;
- Third Party Damage and Loss.

Between-Booking Cover also protects you for costs you incur relating to towing, storage, recovery, assessment or quantification of the Damage and Loss.

Between-Booking Cover also protects you for:

- legal liability to pay compensation for loss or damage to third party property arising out of an Accident that occurs during the Protection Period where you were at fault and the legal liability arises out of the use of your Vehicle; and
- legal costs to defend claims for, or liability to pay compensation for, accidental loss or damage to someone else's property arising out of an accident during the Protection Period where you were at fault and the legal liability arises out of the use of your Vehicle.

Between-Booking Cover also covers any applicable taxes.

### 2. EXCESS

You will need to pay an Excess in respect of each Event, as set out in your PDS Quotation and the Protection Schedule. The Agent will charge your Card for the Excess if the Mutual accepts your claim.

You will not have to pay your Excess if:

- the Damage and Loss was caused by a third party and We agree that the third party was entirely at fault; and
- you are able to identify the other vehicle and provide its registration number and the owner's name, home or business address and telephone number.

### 3. WHAT IS NOT PROTECTED?

Between-Booking Cover does not include Damage and Loss arising from any circumstance where you operate or use the Vehicle:

- for any purpose other than minor, incidental or infrequent personal use outside of a Booking Period (including where you lend or hire out your vehicle outside of the Uber Carshare Platform);
- as a tool of trade, other than when being driven on a public road;
- to carry cargo or baggage that damages the Vehicle or exceeds the Vehicle's carrying capacity;
- to carry a number of passengers that exceeds the number that the Vehicle is designed to carry or the number of available seatbelts;
- to carry passengers or property for hire, fare or reward;
- to pick up hitchhikers or persons unknown to you;
- to transport any inflammable, hazardous, toxic, volatile, poisonous, dangerous or illegal substances or items;
- in connection with any illegal activity;
- in contravention of any traffic regulations;
- in an unsafe or unroadworthy condition;
- to engage in any motor sport, time trial, competitive driving or racing or off-road driving;

- to push, propel or tow another car, trailer or any other thing;
- to jump start another Vehicle, or where you attempt to jump start the Vehicle;
- in any way that is reckless, illegal, abnormal or likely to damage the Vehicle or cause a danger to persons or property;
- whilst operating any device that requires the use of one or both hands while driving, including but not limited to mobile phones, mobile computers, or devices that allow texting;
- while you are under the influence of alcohol or drugs or both to the extent that you are incapable of having proper control of the Vehicle or while your blood alcohol content or the level of drugs present in your blood exceeds the limit specified by the law of the state or territory in which the Vehicle is driven;
- if you refuse to submit to a drug or alcohol test;
- on any road or other surface which is not sealed;
- in any area where or under any circumstances (including crossing a waterway or transporting a Vehicle across a waterway) where the Vehicle may or does become partially or totally immersed in water;
- in any area above the snow line (being above the altitude of 1250m) during the gazetted snow season or in any other area under conditions where a reasonable person would use snow chains;
- on any beach or in any other area exposed to saltwater;
- in location or region specified by us or the Agent as an area or region in which the Vehicle must not be used;
- in any circumstances where the Vehicle may or does sustain damage to the body or undercarriage as a result of making contact with a stationary object overhanging or on the road surface (including driving or attempting to drive under, over or around any such object);
- in any circumstances where the Vehicle sustains damage to the roof area including but not limited to the fitting of roof racks (or similar devices) or the carriage of items on the roof, standing or sitting on the roof or making contact with overhanging objects;
- in any circumstances where the Vehicle is refuelled with fuel other than that which is recommended by the Vehicle manufacturer or specified by the Owner;
- after any warning lights or messages becoming illuminated or displayed in the Vehicle, or if you become aware of any mechanical fault with the Vehicle;
- where the Vehicle has manual transmission and is driven by a person who has less than two years' experience of regularly driving cars with manual transmission;

Between-Booking Cover also does not include Damage and Loss arising from:

- loss of use, depreciation, wear and tear, deterioration resulting from existing damage, rust or corrosion or reduction in value;
- mechanical, electrical or computer breakdowns, failures or breakages;
- lawful seizure or impounding;
- repairs carried out without our consent;
- the cost of repair of old damage, faulty workmanship or incomplete repairs that were in existence prior to the Accident;
- any non-standard modifications or accessories that were not supplied by the manufacturer;
- You fitting anything to the Vehicle incorrectly or not in accordance with the Vehicle manufacturer's instructions
- use of the Vehicle by any person who holds a learner driver licence or permit;
- use of the Vehicle by an Uber Carshare member or other person during a Booking;
- any circumstances where the Vehicle is unsecured; or resulting from your failure to correctly lock the Vehicle or to secure the key;
- legal costs to defend criminal acts or fines for breaches of road traffic statutes;
- damage to property belonging to, or in the custody of, you, or any relative or friend of yours who ordinarily resides with you;

- the theft or loss of personal belongings from the Vehicle;
- any penalties, fines, punitive, exemplary or aggravated damages for which you are liable;
- your liability under any contract or if you have agreed to or accepted liability without our prior agreement unless you would have been liable irrespective of the terms of that contract.

#### 4. IMPORTANT CONDITIONS

In this section, 'we', 'us' or 'our' includes the Agent.

##### Claims conditions

When you make a claim you must promptly forward to us any communication or documents you receive concerning the Accident or theft, including from any other party, the police or any court and you must assist us in any negotiation, defence or settlement of the claim, including attending court.

We will not exercise our discretion to pay your claim if you:

- do not notify us of a claim within 30 days of the Event resulting in the claim;
- do not inform us about something that you know or should know is relevant to a claim, or provide false information, or if fraud is involved;
- have breached any material obligation of the Uber Carshare Member Agreement, do not make your Vehicle available for inspection or assessment or you do not comply with the Damage Policy;
- do not report Damage and Loss to the Vehicle from hail, flood, fire, storm, cyclone or other natural disaster that occurs during a period when you have possession of a Vehicle to the Agent through the Uber Carshare app or website as soon as possible and no more than 7 days after it occurs, and pay your Excess for that Event;
- do not provide us with all information and correctly complete any necessary forms, including a Collision or Damage Report Form, and provide any police statements or reports to us within 48 hours after the Accident or theft;
- do not inform us as soon as possible about an Accident or theft of the Vehicle that occurs, even if you are not sure whether the Vehicle or other property was damaged;
- leave the scene of the Accident before exchanging details with the other party or parties involved in the Accident or before police or emergency services attend the Accident scene, or if you fail to cooperate with police or emergency services;
- do not assist us with any claim or action brought in respect of an Accident or theft of the Vehicle;
- do not:
  - promptly give us any information, papers or other documents that you receive concerning an Accident or theft; or
  - authorise us to obtain copies of any police witness statements or reports made or able to be obtained by you in relation to an Accident, theft of the Vehicle or police charges against you;
- incur costs for repair to the Vehicle before seeking our approval (except where they are emergency repairs);
- allow proceedings to be brought in your name as the Owner of the Vehicle without our consent or admit liability, offer of compromise, payment, settlement, waiver, release, indemnity or any other admission in relation to an Accident without our prior written consent;
- have not provided correct or complete information about your Driving History to us;
- have not informed us of a change to your Driving History details during the term of your Sharing Plan, including (but not limited to) any vehicular accidents that you are involved in, new events in your Driving History and any other matters that may affect your eligibility as an Owner;
- fail to provide evidence, within 10 business days of our request, that the information that you have provided to us about your Driving History is correct and complete;
- rent the Vehicle outside of the Uber Carshare Platform at any time during the Protection Period; or
- use (or permit use of) the Vehicle for any purpose other than sharing-related driving (such as driving the Vehicle to be refuelled or to be serviced, repaired or relocated).



### **No personal use**

Between-Booking Cover is provided to protect your Vehicle while it is either parked between Bookings or while used for minor, infrequent and incidental personal use by you. Your Vehicle must be available for Bookings through the Uber Carshare Platform at least 80% of the time (on a rolling 3-month average) to remain eligible for protection under Between-Booking Cover.

If, during the Protection Period:

- you use the Vehicle in any way other than for sharing-related purposes (such as driving the car to the mechanic or to refuel it) and for limited, occasional and incidental personal use; or
- the total distance driven outside of Bookings exceeds 1,000km a year, or 10% of the Borrower kilometres driven, whichever is the lower;

then we may cancel your protection upon notice to you.

### **Interests of third parties**

You must tell us of the interests of all parties, such as credit providers, who will have an interest in the proceeds of any claim and, in the event of the cash settlement of a claim for Damage and Loss, we have the option to make payment to the credit provider in full or part settlement of the claim.

If your claim for protection is denied, you are fully responsible and liable for Damage and Loss, repossession charges, administrative and associated legal costs.

## **5. SUBROGATION**

You agree that when we pay a claim, in addition to any common law and equitable rights of subrogation that we may have:

- we assume all of your rights of recovery against any other party in respect of the Damage and Loss. You permit us to bring legal or other action in your name to enforce those rights. You agree that we may at our discretion bring a legal action in your name to enforce these rights and also request any payment through that enforcement to be paid directly to our bank account of choice and agree to terms to settle the claim without further notice to you or approval from you;
- if you are eligible for a future reimbursement by a third party (for instance from the "at fault" driver who is responsible for the Damage and Loss), you agree that we are entitled to those proceeds recoverable from the third party;
- you will provide all reasonable assistance to us to recover such amounts and/or settle claims (including providing documents and affidavit or witness statements or signing a settlement agreement).

## **6. RECOVERY**

The Agent will charge your Card for the Excess if you make a claim for protection and we exercise our discretion to pay it.

## **7. PROTECTION LIMIT**

Your Protection Limit is stated in your PDS Quotation and the Protection Schedule. We may exercise our discretion to pay claims on a proportional basis subject to the terms of the Constitution.

## **8. OTHER INFORMATION**

### **Your Contribution**

For more information on how we calculate the Contribution that you pay for Between-Booking Cover, see Part 1 of this document.

**Claims**

For more information on how we assess and process claims for Between-Booking Cover, see Part 1 of this document.

**Complaints**

For more information on your rights to cancel and receive a refund, see Part 1 of this document and the FSG.