

Mobility Mutual.

BETWEEN-BOOKING COVER

COMBINED

PRODUCT DISCLOSURE STATEMENT, FINANCIAL SERVICES GUIDE

AND PROTECTION WORDING

Mobility Mutual Limited

ACN: 653 040 647

Tel.: (02) 8035 8000

Email: legal@mobilitymutual.com.au

Address: C/- PKF Australia, Level 8, 1 O'Connell Street, Sydney NSW 2000

This document was prepared on 15 November 2021 by
Mobility Mutual Limited ACN 653 040 647

Distribution of this document has been authorised by
Asia Mideast Insurance and Reinsurance Pty Ltd ACN 079 924 851 AFSL No. 239926

For more information, contact Carshare Support:

Membership/Between-Booking Cover
members@ubercarshare.com

Claims
members@ubercarshare.com

Complaints
complaints@mobilitymutual.com.au

Privacy
legal@mobilitymutual.com.au

AFSL Holder
Asia Mideast Insurance and Reinsurance Pty Ltd
ACN 079 924 851
AFS Licence no. 239926
02 9929 9877
info@amir.com.au

This Combined Product Disclosure Statement, Financial Services Guide and Protection Wording has been authorised for distribution by Asia Mideast Insurance and Reinsurance Pty Ltd ACN 079 924 851 AFSL no. 239926.

Version 1.3 (8 November 2022)

INTRODUCTION

This Combined Financial Services Guide (**FSG**), Product Disclosure Statement (**PDS**) and Protection Wording 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 Carshare Support vehicle 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.

Between-Booking Cover is a financial risk product offered by Carshare Support Pty Ltd ACN 163 596 530 AR no. 001293845 (the **Manager** and **Carshare Support**) on behalf of the Mutual. It is provided by the Mutual on the terms contained in the PDS (subject to the operation of the Constitution and the Protection Wording).

Before you decide whether to join the Mutual or to purchase Between-Booking Cover, please read this PDS and the Constitution carefully.

Part 1 of this document is the PDS. It contains information about Between-Booking Cover and how to become a Member of the Mutual including details about the rights and entitlements of members of Mutual 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 offered by the Mutual. These are the terms and conditions on which protection is to be provided subject to the Mutual's discretionary powers to accept or reject a claim in the interests of the Members and in accordance with the Constitution.

Part 3 of this document is the FSG for the Manager and Asia Mideast Insurance & Reinsurance Pty Ltd (**AMIR**), the authorising financial services licensee. It describes the financial services they provide, how they are remunerated, how to make a complaint about the services and their professional indemnity arrangements.

You will be purchasing Between-Booking Cover when you join as a Mobility Mutual Member and whenever you seek protection for a Vehicle listed on the Carshare Support Sharing Platform under your Sharing Plan. You will be given details of 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.

The Mutual may update this document from time to time. When necessary, the Mutual will issue a supplementary or replacement document. An up-to-date document can be supplied by the Manager.

This document contains words that may have special meanings and are capitalised. Please refer to the Glossary for the special meaning of any capitalised words not referred to in their entirety within this document.

GLOSSARY

For the purpose of the PDS (Part 1) and the FSG (Part 3), the following definitions apply. The Protection Wording contains specific definitions which are used in that Part 2.

Accident	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.
AFS	means Australian Financial Services.
AFSL	means Australian Financial Services Licence.
AMIR	means Asia Mideast Insurance and Reinsurance Pty Ltd ACN 079 924 851.
APRA	means Australian Prudential Regulation Authority.
ASIC	means Australian Securities and Investments Commission.
Board	means the board of directors of the Mutual.
Booking	means an instance where a Borrower uses the Carshare Support Sharing Platform to reserve a Vehicle belonging to an Owner.
Booking Period	means the period of a Booking (including any amendments to that period that are made and accepted through the Booking System).
Booking System	means the technology that coordinates Bookings and payments through the Carshare Support Sharing Platform.
Borrower	means a person who borrows, or makes a Booking to borrow, a Vehicle using the Carshare Support Sharing Platform.
Carshare Support Member Agreement	means the Member Agreement between Carshare Support and its members, governing use of Vehicles through the Carshare Support Sharing Platform.
Carshare Support Sharing Platform	means the service of facilitating peer-to-peer Vehicle sharing provided by Carshare Support.
Carshare Support, the Manager	means Carshare Support Pty Ltd ABN 163 596 530.
Constitution	means the constitution of the Mutual, governing membership and protection offered by the Mutual.
Contribution	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.

Damage and Loss	means: <ul style="list-style-type: none"> ● damage to the Vehicle that occurs outside of a Booking Period and requires repair or replacement (excluding normal wear and tear); ● towing, storage and recovery charges; ● fees and charges relating to the assessment or quantification of the loss or damage; and ● Third Party Damage and Loss, including any applicable taxes.
Delist(ed)	means, in respect of a Vehicle, that the Vehicle is made permanently unavailable for Borrowers to Book through the Carshare Support Sharing Platform.
Event	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.
Excess	means the amount we will charge your Card in respect of an Event, as set out in your Protection Schedule.
FSG	means the document named Financial Services Guide issued by the Mutual.
Licensee	means the holder of an AFSL.
Manager	means Carshare Support Pty Ltd ACN 163 596 530, AR no. 001293845
Member	means a current member of the Mutual.
Membership	means the membership of the Mutual available to Members.
Mutual	means Mobility Mutual Limited ACN 653 040 647.
Owner	means a person who makes their Vehicle available for Bookings through the Carshare Support Sharing Platform.
Between-Booking Cover	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.
PDS	means the document named Product Disclosure Statement issued by the Mutual.
Protection Limit	means the maximum amount payable by the Mutual for any one Damage or Loss or series of Damage and Loss by the Member arising out of any one Event, as set out in the Protection Schedule.
Protection Period	means the duration for which Between-Booking Cover will be active, beginning on the date stated in the Protection Schedule and ending 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.
Protection Schedule	means the schedule of protection issued by the Mutual in relation to your Between-Booking Cover.

Protection Wording	means the terms on which Between-Booking Cover is provided as a discretionary risk product by the Mutual.
Third Party Damage and Loss	means: <ul style="list-style-type: none"> (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 was at fault and the legal liability arises out of the use of a Vehicle; (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. (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.
Vehicle	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 Carshare Support Sharing Platform.
We, us, our	means the Mutual.
You, your(s)	means a Member who has purchased Between-Booking Cover as described in the Protection Schedule.

PART 1: PRODUCT DISCLOSURE STATEMENT

SECTION 1 – INTRODUCTION

This document is an important legal document. This information is provided to help you to make an informed choice about whether or not you wish to join the Mutual as a Member and how to purchase Between-Booking Cover.

Between-Booking Cover is a financial risk product offered by the Manager on behalf of the Mutual. It is provided by the Mutual on the terms contained in the PDS and Protection Wording (subject to the operation of the Constitution).

SECTION 2 – 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 Carshare Support vehicle sharing platform. We offer discretionary risk protection, including Between-Booking Cover and associated financial services, to the members of Mutual (**Members**).

Between-Booking Cover is a financial risk product regulated under the *Corporations Act 2001 (Cth)* (**Corporations Act**) and provided as an alternative to insurance – it is known as “discretionary risk protection” or “protection”. The Mutual offers Between-Booking Cover only to its Members – therefore only Members can make a claim.

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 and other benefits.

2. Who is involved?

The Manager is a Foundation Member of the Mutual. The Manager is an authorised representative (AR No: 001293845) of AMIR (AFSL no: 239926). The Manager will offer Membership and Between-Booking Cover. More information about the Manager is contained in the FSG (Part 2 of this document).

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

3. How does it work?

The structure of the Mutual means the Mutual is owned by its Members and only Members of Mutual are entitled to access the benefits of Between-Booking Cover for each Booking they make.

The Mutual uses its combined resources of each Member’s Contributions pooled together to fund Between-Booking Cover and associated management costs. The combined financial resources of the Mutual as collected from all Members’ Contributions effectively fund the payment of claims by the Mutual.

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

4. How is the Mutual managed?

The Board manages the Mutual with the assistance of the Manager, which acts as a financial services and claims service provider and membership administrator. The Manager will make offers of Membership to people who wish to use the Carshare Support Sharing Platform, and will make offers of Between-Booking Cover to eligible Owners who have become a Member.

The Board must abide by the Constitution, 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.

Each Member of the Mutual is entitled to appoint a representative to vote at a general meeting of Members. The Manager has at least one director appointed to the Board of the Mutual. Member representatives are also invited to join the Board from time to time.

If there is Damage and Loss to your Vehicle outside of a Booking Period, you may claim if the event is described in the Protection Wording as a protected event.

SECTION 3 – MEMBERSHIP

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.

6. Who can join the Mutual?

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

SECTION 4 – 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 Carshare Support Sharing Platform. It does not cover your own personal or business use of the Vehicle.

Between-Booking Cover is provided on the condition that:

- you notify us (or the Manager 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 we offer an alternative to 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 cars that are dedicated to sharing, without establishing an insurance company. Discretionary protection is a financial product which is regulated by the ASIC. ASIC supervises AMIR 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 and 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. 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.

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. Members may be represented in the Board decisions by appointing representatives to be directors and this person can influence the direction of the Board. This is done at the Board's discretion.

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*
Discretionary protection 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 you may ask the Board to exercise their discretion to indemnify you for the loss. The payment of all claims is at the discretion of the Board.
- *Whether there is adequate funding of Mutual*
If a large number of claims are made in any one year that exceed the amount of Contributions made by Members and set aside to pay claims, there could be a risk that an Between-Booking Cover claim would not be paid.

To avert this risk, we regularly take professional advice as to the adequacy of the Contributions to meet likely claims liabilities for all Members. In addition, if such protection is available in the insurance and (re)insurance market, we may purchase excess of loss or stop loss (re)insurance to meet claims that exceed our self-retention limit. 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 they are expelled by Mutual Board.*

The Mutual is operated for the benefit of all Members. The Board therefore 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 Carshare Support Member Agreement. This includes where the Member has unpaid Contributions, or any other circumstances as set out in the Constitution.

SECTION 5 - 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 Manager 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 when you purchase 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 fee for 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. Paying claims on a proportional basis

We operate a self-funded proportional mutual paying claims on a first claimed, first paid basis. We use the Contributions from Members and any retained surplus to fund the payment of the claims for Between-Booking Cover.

If there is an increased number of claims in a financial year and this impacts on the number and size of claims, the Board reserves the right to exercise its discretion to reduce the amount paid in claims proportionally to ensure that that all affected Members are paid a proportion of their claim. Decisions about a proportional reduction to claims payments will be made by the Board.

The Board reserves the right to decide the order of claims payments and the proportion. The Mutual is not an insurance company and is not required to maintain the same financial solvency levels that an insurance company does, nor is it regulated under the Insurance Act or financially supervised by APRA.

13. What happens to any surplus?

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

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 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.

14. Estimating future payments

On the advice of its professional consultants, the Mutual will calculate the total amount of Contributions reasonably required to ensure that it will have appropriate financial resources to discharge future liabilities and make future payments to Members with Between-Booking Cover, based on actuarial advice.

The Mutual will manage these future liabilities and payments through its risk assessment process and the (re)insurance policy it holds.

SECTION 6 – CLAIMS

15. How to claim

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

16. 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 Manager will support the Board to process claims and deal with recoveries. The Manager 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 Manager shall advise you promptly.

If the Board exercises its discretion not to pay the claim, or to pay only part of the claim, the Manager will advise you promptly.

SECTION 7 – COMPLAINTS

17. Complaints process

The Board sets guidelines to ensure they exercise discretion fairly and consistently and in the interests of all Members when considering the merits of a claim. The Board also considers the terms of the PDS when determining claims for Between-Booking Cover.

If you wish to dispute the decision about a claim made by the Mutual, please contact the Manager in the first instance by making a written submission and asking the Board to reconsider its decision.

18. External Dispute Resolution

If you are not satisfied with the decision or if your complaint remains unresolved after 30 days, you can refer the matter to the Australian Financial Complaints Authority (**AFCA**). AFCA is an independent body provides its service free of charge. Membership of AFCA is held by AMIR. The decision is not binding on you but on AMIR.

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.

AFCA Contact Details

Email: info@afca.org.au

Freecall number: 1800 931 678

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

SECTION 8 – CHANGES AND CANCELLATIONS

19. 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 a Carshare Support Sharing Plan that includes Between-Booking Cover, whichever occurs first.

20. 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).

21. Cancelling your Membership and Between-Booking Cover

You may cancel Between-Booking Cover at any time by Delisting your Vehicle as directed in the Carshare Support Sharing Platform's app or website or by switching it to a Carshare Support Sharing Plan that does not include Between-Booking Cover. Your Between-Booking Cover will also be cancelled if the Manager Delists your Vehicle or switches it to a Carshare Support 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 Manager 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. Your right to access the Carshare Support Sharing Platform may also be terminated, where permitted under the terms of your Carshare Support 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

GLOSSARY

For the purpose of the Protection Wording, these additional definitions apply:

Accident	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.
Card	means the credit or debit card that a Member has selected as their primary method of payment to us for amounts owing to Carshare Support or that the Manager collects as agent for us.
Collision or Damage Report Form	means the report provided by Carshare Support to Members for reporting Damage and Loss.
Damage Policy	means the policy published and maintained by the Manager that applies to Damage and Loss to a Vehicle.
Driving History	means the driving-related events in your past that the Manager will use to help assess your suitability for the Carshare Support Sharing Platform.

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 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 was at fault and the legal liability arises out of the use of your Vehicle.

Between-Booking Cover also covers any applicable taxes.

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 Manager 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 Manager.

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.

Excess

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

There is no requirement to pay an excess if:

- the Damage and Loss was caused by a third party and We agree that you are not 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; and
- we recover the full amount of Damage and Loss from the third party or their insurer.

2. 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 Carshare Support Sharing 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 Manager 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 a Carshare Support 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.

3. IMPORTANT CONDITIONS

Claims conditions

When you make a claim you must promptly forward to us or the Manager 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 (or the Manager) of a claim within 30 days of the Event resulting in the claim;
- do not inform us or the Manager 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 Carshare Support 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 Manager through the Carshare Support 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 or the Manager 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 or the Manager within 48 hours after the Accident or theft;
- do not inform us or the Manager 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 or to the Manager;
- have not informed us or the Manager 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 or to the Manager about your Driving History is correct and complete;
- rent the Vehicle outside of the Carshare Support Sharing 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 Carshare Support Sharing 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.

4. 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).

5. RECOVERY

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

6. PROTECTION LIMIT

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

7. OTHER INFORMATION

Your Contribution

For more information on how we calculate the Contribution that you pay for Between-Booking Cover, see the PDS (Part 1).

Claims

For more information on how we assess and process claims for Between-Booking Cover, see the PDS (Part 1).

Complaints

For more information on your rights to cancel and receive a refund, see the PDS (Part 1) and the FSG (Part 3).

PART 3: FINANCIAL SERVICES GUIDE

1. Introduction

This FSG describes the services that the Manager provides and explains the relationship between the Manager and the Mutual. The FSG also explains the relationship the Manager has with the authorising financial services licensee, Asia Mideast Insurance & Reinsurance Pty Ltd (**AMIR**) AFSL no. 239926. This FSG also describes the financial services the Manager provides, how they are remunerated, how to make a complaint about their services and their professional indemnity arrangements.

Between-Booking Cover is a discretionary protection risk product provided by the Mutual. Between-Booking Cover offered by the Mutual is explained in the PDS including the benefits, limitations, significant risks and other terms and conditions. Reading it will help you to decide whether to become a Member of the Mutual and to purchase the protection and whether Between-Booking Cover will suit your needs, objectives and financial position.

2. Our Services

The Manager will provide financial services to you when you are offered Membership of the Mutual and when you purchase Between-Booking Cover. When the Manager offers you Between-Booking Cover, it does so on behalf of the Mutual. The Manager and the AMIR have the authority to make offers of protection to Owners and to issue the Between-Booking Cover product. The Manager also handles claims under a delegated claims handling authority given by the Mutual.

The Manager may also advise you about Between-Booking Cover offered by the Mutual. The Manager can only provide this advice in general terms and cannot advise about your individual situation.

When providing these financial services, the Manager is acting on behalf of the Mutual and not on your behalf. The Manager acts as an authorised representative of AMIR under its AFSL which allows the Manager to provide general advice on and deal in discretionary protection products (as miscellaneous financial product limited to business risk products).

3. How the Manager is Paid

The Manager will be paid a fee for the mutual management services it provides to the Mutual. This fee will be calculated depending on a number of factors, including the number, type and size of Members that are serviced by them, claims handled by them, and other services delivered to and on behalf of the Mutual by them each year.

AMIR earns remuneration for providing its financial services authorisation to the Manager. You can request further information regarding our remuneration before any financial service is provided to you.

4. Our Professional Indemnity Insurance

AMIR has professional indemnity insurance in place which covers itself for any errors or mistakes relating to its services. The Manager also has professional indemnity insurance in place which covers itself and the Mutual for any errors or mistakes relation to their services. This insurance meets the requirements of the Corporations Act. For the Manager, this includes after they cease to provide mutual management services to the Mutual, provided they notify the insurer of the claim when it arises and this is done within the relevant Protection Period.

5. Privacy

The Mutual, Manager and AMIR are fully committed to handling your personal information in accordance with the Privacy Act 1988 (Cth) and the Australian Privacy Principles. The Mutual, Manager and AMIR collect your personal information directly from you or through others entities listed in the Privacy Policy. The Mutual and Manager do not trade, rent or sell your information.

The Mutual and the Manager require personal information from you to process your application for Membership and your access for protection under Between-Booking Cover. If you don't provide the information, the Manager and the Mutual may not be able to accept your application or offer Between-Booking Cover to you. A free copy of the Mutual's Privacy Policy is available [here](#).

6. Complaints

Making a Complaint

The Manager is committed to ensuring its services meet your expectations. If you wish to complain about its services, please contact the Manager in the first instance. Please see the contact details at the front of this document.

The Manager will acknowledge receipt of your complaint within 24 hours and attempt to resolve it within 30 days of receiving it. AMIR will also facilitate resolution of your complaint as the authorising licensee through its internal dispute resolution process.

If you are not satisfied with the outcome of the internal review of your complaint, you can contact AFCA.

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 AMIR. An AFCA decision is not binding on you but on AMIR.

AFCA Contact Details

Email: info@afca.org.au

Freecall number: 1800 931 678

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