



## **NOTE**

The persons who, from time to time, are members of the Association are an incorporated association by the name given in rule 1 of the following rules.

Under Section 46 of the Associations Incorporation Reform Act 2012, these rules are taken to constitute the terms of a contract between the Association and its members.

## **PART 1 - PRELIMINARY**

### **1. Name**

The name of the incorporated association is “Calibre Taxi & Ride share Club Inc”

### **2. Purpose**

The purpose of the association is to assist taxi/ride share owners with the management of collisions involving their taxi/ride share vehicles.

### **3. Financial Year**

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

## **PART 2 - MEMBERSHIP**

### **4. To become a member of the club, an Applicant must:**

- . Be a natural person
- . Be a taxi owner or rideshare owner
- . Be a company, organization or partnership
- . Fill the required form
- . Accept to abide by the rules of the club.
- . Make any payment so required by the association.

5. All accidents, whether at-fault or not, must be reported to the club within 24 hours. If the club is not notified within the certain time frames, the club has the right not to accept the lodgement of the claim.
6. If a member is found to have breached their contract with the club, they will be contacted and their policy will automatically be cancelled and may be refused for the payment of any previous claims made.
7. All insurance premiums should be paid in time.
8. In case of an uncertainty of being at-fault or not at-fault in an accident, all excess must be submitted together with the claim form. The club shall, at its absolute discretion, decide whether a claim is in the right or wrong.
9. Until the Third-Party Insurance commences, a member is only covered up to \$10000.00 for any third-party property damage caused by their vehicle.
10. No member or driver should admit liability at the scene of an accident or incident, nor at any time, without the written consent of the club. Any person breaching this rule shall have the claim disallowed.
11. Members and their drivers shall be responsible for getting ALL DETAILS of all vehicles, property & other items involved in the accident. Failing to do so may invalidate a part or whole of the claim.
12. No information about the accident, at any point, should be given to the third party (pictures, video footage, what or how the accident happened, whose fault is it etc.). Any person breaching this rule shall have the claim disallowed.
13. Members who have had an accident, whether in the right or wrong, and who decide to handle their cases themselves, risk having their claims being accepted. This is a breach of contract with the club and the membership agreement will be cancelled immediately and the payment to the other party, for any previous claims lodged, may be refused.
14. The club strictly does not allow you to get your car repaired from any other repairer in case of an accident. If an individual breaches this rule, it can make all of their claims (current & previous) to be declined.
15. Vehicle must be kept in a roadworthy condition at all times; particular attention is to be given to the tyres as they must be, both, standard and roadworthy. The club does not cover radios, car phones, taximeters and other miscellaneous fittings.
16. Members must nominate their drivers to the club & the club has the authority to increase the amount of contribution depending on the number of drivers.
17. The club has the authority to refuse any claim if the driver involved in the accident had not been nominated to the club beforehand.

**18.** In case of an at-fault, total excess is to be immediately paid when lodging the claim. If not paid, claim will immediately be disregarded and cancelled. If repairs are still being completed to your vehicle, it will not be released from the workshop until full payment of excess is received. If the vehicle has been fully repaired, an invoiced bill will be sent out to the member immediately and if payment is not received, the policy will automatically be cancelled and legal proceedings will commence.

**19.** The vehicle is a total loss then the indemnity will be at the market value of the vehicle prior to the accident. The amount paid will be determined by an assessment report provided by an independent authorised assessor.

**20.** Once the vehicle is involved in an accident and has caused the vehicle to be a total loss, the member's policy will automatically be suspended and a new policy is to be produced and payment is to be made.

**21.** No indemnity is provided if the nominated vehicle for the purpose of this cover was:

- 1) Being driven by or was in charge of any person under the influence of intoxicating liquor or any drug.
- 2) Conveying any load or carrying a number of passengers in excess of that for which the vehicle is constructed and/or is licensed to carry, contrary to the provisions of the law enforced in the state of Victoria relating to taxi cabs:
  - a.) Being used in an unsafe condition or unroadworthy condition;
  - b.) Is being used for the convenience of passengers for reward hire or fare other than as a registered taxi cab;
  - c.) Is being used outside the state of Victoria;
  - d.) Is damaged as a result of a fire not arising as a result of direct collision;
  - e.) Is damaged by floods or water logging.

**22.** The member is entitled for loss of income @ \$220.00 per day, for a not at-fault claim subject to recovery. The member is not entitled to loss of income if the vehicle is a total loss/written off.

**23.** In case of an at-fault accident, member is not entitled for loss of income or replacement vehicle.

**24.** In case of an accident, the driver and the owner must remain in Australia for the duration of the recovery which includes all court proceedings (if any).

**25.** The previous statement also includes providing evidence where liability in regards to the accident is an issue. Failure to do so will result in the owner being responsible for all the costs payable to the third party.

**26.** In case of an accident, the member/driver must note down the following information of the third party: Full name and contact information, Insurance company and policy number, Driver's license and license plate number. Failing to do so will force the club not to cater the claim.

**27.** The member/driver must provide accurate information as to the circumstances of the collision. Providing inaccurate and/or misleading information will result in not indemnifying the driver and/or owner. The driver and/or owner will be responsible for all court orders and the costs made against the plaintiff.

28. It is obligation of the owner/insured member to pay all due excess to the club and not the driver. It is the owner's responsibility to recover the cost of the payment from the driver.
29. A member may resign by the notice of 15 days in writing given to the club. If not, then the premium deducted on the policy routine date will not be refunded.
30. If your vehicle is reported as stolen, vandalised or maliciously damaged, the vehicle will be repaired once it is found. The excess is payable in that case.
31. Our members receive free tow facility in not at-fault accidents. The tow is chargeable in at-fault cases.
32. In addition to the requirements outlined in the other rules, the following is also required within 2 days of lodging the claim:
  - Taking sheets for at least a period of three weeks prior to the accident
  - Vehicle registration papers
  - Business activity statement (BAS)
  - Uber 3 month Tax summary
  - Failure to provide this information can cause club to refuse to pay loss of income.

### **PART 3 - COMMITTEE RESPONSIBILITY**

If the committee is satisfied that there are sufficient grounds for taking disciplinary action against a member, the committee must appoint a disciplinary subcommittee to ( or the committee itself must) hear the matter and determine what action, if any, to take against the member. The member of the disciplinary sub-committee :

- May be committee members, members of the association or anyone else; but
- May not be biased against, or in favour of, the member concerned.



## STANDARD SEDAN/STATION WAGON VEHICLE EXCESS:

- Standard excess for Taxi owner and driver: \$1300.00
- Standard excess for Rideshare: \$1000.00
- Second accident excess during short time goes up:  
(Short period of 6 months) \$500.00
- Additional excess for drivers below the age of 25  
years: \$500.00
- Standard excess for Total Loss: \$2500.00