Ride Secure Taxi Club



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PRODUCT DISCLOSURE STATEMENT

Please note that any advice given in this document is only general in nature and does not take into account your objectives, financial situation or needs. You should consider the appropriateness of any advice provided, having regard to your objectives, financial situation and needs.

YOUR OBLIGATIONS

1. Your disclosure obligations

By applying for Membership, you agree to tell us everything you know, or could reasonably be expected to know, that is relevant to our decision to accept your Membership and provide discretionary risk protection.

This includes matters we specifically ask about when you apply for Membership and any other matters which might affect whether we cover you and on what terms. The information you tell us can affect:

- (a) the amount of your contribution;
- (b) if we will cover you; and
- (c) if special conditions will apply to your Membership.

You do not need to tell us of anything which reduces the chances of you making a claim for discretionary cover benefits. If you are unsure about whether to disclose information to us, it is better to tell us. If you do not tell us something which you know or should know is relevant, we may exercise discretion to:

- (a) not make a payment to you;
- (b) cancel the protection; and/or

2. Your responsibilities

You must take all reasonable precautions to prevent damage to your vehicle. This includes:

- (a) Keep your vehicle well maintained and in a good and roadworthy condition (e.g., replace worn out tyres, replace worn brakes and defective lights, fix paint problems, repair major rust, repair worn upholstery and repair major scratches or dents);
- (b) Service your vehicle and keep records of this in case you need to claim for benefits for mechanical damage resulting from an Incident;
- (c) Move your vehicle away from rising flood waters;

- (d) Remove your keys when no one is in the vehicle;
- (e) Lock all doors and windows when your vehicle is parked and unattended; and
- (f) Provide honest and complete information for any claim for discretionary cover benefits, statement or document supplied to us.

This is not an exhaustive list. If you are uncertain, please contact the manager. We have absolute discretion on the payment of any claim for benefits dependent on the circumstances.

3. Not meeting responsibilities

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

- (a) reduce or refuse to pay your claim for discretionary cover benefits; and/or
- (b) cancel your protection in relation to your Membership of our Taxi Club

4. Special Conditions

We may impose special conditions on your Membership that might exclude, restrict or extend cover for a person or particular matter. For example, we may not be able to cover certain drivers. Any special conditions will be disclosed to you prior to the commencement of your Membership.

RISK PROTECTION

1. What is Comprehensive Cover?

Comprehensive Cover covers your liability for accidental loss and damage caused by your vehicle to other people's property, plus cover for your vehicle up to its Market Value.

2. What is Third Party Property Damage Cover?

Third Party Property Damage Cover covers only your liability for accidental loss and damage caused by your vehicle to other people's property. **This does not include any loss and damage to your vehicle.**

FINANCIAL INFORMATION

1. What does Comprehensive Cover or Third-party Property Damage Cover cost?

Contributions are the amount you pay to us for each period of cover.

The Manager calculates the amount of the Contribution based on risk factors which are relevant to members' use of Vehicles that are subject to the discretionary risk protection.

The amount of your Excess for claims will also have a bearing on the Contribution that you are charged and there are other risk factors that may also be considered including the make and model of the Vehicle.

Your Contribution amount and the Excess will be quoted as a dollar amount when an offer of Membership is made.

2. Are there any tax implications?

Your Contributions have preferential income tax treatment when paid into the Ride secure and they may be tax deductible. Contributions will be subject to GST. There is no stamp duty or other insurance taxes (e.g. emergency services levy) payable on the contributions. The Ride secure does not provide any advice on the individual tax treatment for Members of having Membership or the tax treatment of any claims that are paid to members. Members should seek their own tax advice.

3. Overdue Contributions

If your payment is overdue, we can do one or all of the following:

- (a) Charge interest for late payment(s) and charge reasonable costs.
- (b) Cancel your membership without notifying you.
- (c) Refuse to pay a claim for discretionary cover benefits until the payment of the contribution is made. Should further costs be incurred on a claim whilst your contribution is overdue, we will not be liable for these costs.

4. Estimating future payments

The Ride secure 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 Comprehensive Cover or Third-Party Property Damage Cover.

The Taxi Club will manage these future liabilities and payments through its risk assessment process.

CLAIMS

1. Making a claim

As a member, you will have an automatic right to have your claim for discretionary cover benefits considered by the Ride secure.

If you wish to make a claim for discretionary cover benefits, you must report all incidents (which give rise to a claim) to us in writing by sending an email to admin@ridesecure.com.au. This must be done no later than 30 days of the Incident occurring, or the claim will not be covered. This includes any Incident where your vehicle has no damage, but you may be held responsible for the Incident. If you are unsure, it is better to report the Incident to us anyway.

Please note we do not accept verbal Incident reports.

Failure to report Incidents may result increased Excesses in the event that any claim for discretionary cover benefits is accepted.

2. Describe your loss and damage

It is your responsibility to complete the claim form.

You must also give us accurate and full details of the loss and damage and give us proof of value and ownership, if we ask.

Proof includes documents such as registration papers, sales receipts, service records, valuation, warranties or logbooks for your vehicle. If you are unable to reasonably substantiate your claim for discretionary cover benefits, we may reduce or refuse your claim for benefits.

3. What you must do if an Incident occurs

Step 1: Make sure everyone is safe. For emergencies, call 000.

Step 2: Try to prevent further loss or damage.

You must do everything you reasonably can to limit and prevent further loss or damage (e.g., move your vehicle off the road and put on hazard lights).

Step 3: Report the Incident to the authorities.

If someone is injured or has stolen, attempted to steal or maliciously damaged your vehicle, call the police immediately and record the time, date, report number and the name of the reporting officer.

Step 4: Do not admit liability or responsibility to anyone.

Step 5: Collect details of all drivers, passengers and witnesses.

You will need these when you complete your claim form. Make sure you have their full names, addresses and contact numbers. You will need the other driver's licence number and expiry date. You are required to produce your licence to the other party, and you need to sight their driver licence also. If another vehicle is involved, record its registration number, the make, model, colour and year of the other vehicle. Obtain from the driver of the other vehicle their insurance cover details (insurance company and policy number, if available). Do not admit fault to anyone.

Step 6: Note all the damage caused by the Incident, both to your vehicle and the other vehicle.

Take photos of the damage if possible and note any pre-existing damage to the other vehicle(s).

4. What you must not do if an Incident occurs

- (a) Do not admit liability or responsibility to anyone to pay for any damage unless we agree.
- (b) Do not negotiate or promise payment.
- (c) Do not authorise any repairs to your vehicle or the other party's vehicle.
- (d) Do not get rid of any damaged parts from your Vehicle or your property without our consent.
- (e) Do not accept payment from someone who admits fault for loss or damage to your vehicle. Please refer them to us.

5. If you do not comply

If you do not comply with "What you must do if an Incident occurs" and "What you must not do if an incident occurs", We may:

- (a) decide not to exercise our discretion to pay your claim for discretionary benefits;
- (b) recover costs we have incurred in relation to your claim from you by, amongst other things, commencing proceedings against you; and/or
- (c) cancel your membership.

6. Theft - Subject to Recovery Conditions

In the event your insured vehicle is stolen and a claim for its loss is paid by us, the following recovery terms and conditions shall apply:

- 1. Transfer of Ownership: Upon full and final settlement of a theft claim, ownership of the insured vehicle shall transfer to us. Should the vehicle be recovered following settlement, it shall remain our property unless otherwise agreed in writing.
- 2. Right of Recovery: We reserve the right to recover possession of the vehicle or any of its components if it is located after the claim has been settled. If the vehicle is recovered prior to the completion of settlement, the assessed claim amount may be adjusted based on the condition of the recovered vehicle.
- 3. Post-Recovery Notification and Options: If the vehicle is recovered following settlement of the claim, we will notify you and outline any applicable options, which may include the opportunity to repurchase the vehicle at its assessed salvage value.
- **4. Duty to Inform and Cooperate:** You are required to notify us immediately upon becoming aware that the vehicle has been recovered. You must also fully cooperate with us in any efforts related to the recovery or salvage process.

Note: No Hire or Replacement car is provided in the above scenario.

EXCLUSIONS

1. General Exclusions

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

(a) Unlicensed Drivers

We will not consider claims where the driver of the vehicle did not hold an open, full, current state or territory driver licence. For the sake of clarity, a suspended licence is not current. We will also not consider claims where the driver of the vehicle holds an international licence.

(b) Overdue Contribution

If a Contribution payment is overdue, we can refuse to consider a claim.

(c) Alcohol or drugs

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

- i. was under the influence of, or had their judgement affected by any alcohol, drug or medication;
- ii. had more than the legal limit for alcohol or drugs in their breath, blood, saliva or urine as shown by analysis; or
- iii. refused to take a test for alcohol, drugs or medication.

(d) Condition of Vehicle

- i. Any structural, mechanical, electrical or electronic failure or breakdown.
- ii. Any mould, mildew, wear, tear, rust, corrosion or depreciation.
- iii. Your vehicle if it was damaged, unsafe or un-roadworthy at the time of the incident.

(e) Consequential losses or other extra costs

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

- i. Medical expenses;
- ii. The cost of your time (e.g., inconvenience);
- iii. Professional expert, legal consulting or valuation costs unless you obtained our prior written authority to incur these costs;
- iv. Any costs related to stress or anxiety;
- v. A reduction in your vehicle's value (including its trade-in or resale value) after being repaired;
- vi. Costs, including the cost of your time, to prove your loss or to help us with your claim for discretionary cover benefits (e.g., telephone calls, postage);
- vii. Travel costs;
- viii. Cleaning costs; or
- ix. Any costs not covered by your membership.

(f) Driving a damaged vehicle

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

(g) Exceeding loading or passenger limits and exceeding the working hours

Your vehicle when it is:

- i. carrying any load which is not secured according to law, over the legal limits or more than what your vehicle was designed to carry; or
- ii. carrying more passengers than the vehicle was designed for, or more than the driver is permitted to carry by law.
- iii. There should be a gap of minimum 12 hours between finishing and starting your work.

(h) Failure to take precautions:

Your, or a person acting with your express or implied consent, failure to take reasonable precautions to prevent loss, damage liability. For example:

- i. If your vehicle is stolen because of you, or a person acting with your express or implied consent, have left the keys in the vehicle unattended.
- ii. If your vehicle is stolen because you, or a person acting with your express or implied consent, have left the keys unattended (such as in letterbox).
- iii. You fall asleep whilst driving your vehicle.

(i) Theft

Your vehicle is stolen by a person:

i. Known to you;

- ii. To whom the vehicle is loaned, hired or leased; and/or
- iii. Who has a financial interest over the vehicle.

(j) Intentional loss or damage

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

(k) Motor sports or similar activities

Your vehicle being used:

- i. In, or being tested in preparation for, a race, contest, trial, test, hill climb or any motor sport; or
- ii. On a competition racetrack, competition circuit, competition course or competition arena.

(l) Personal property

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

(m) Radioactivity/nuclear materials

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

(n) Reckless acts

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

(o) Revolution, war

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

(p) Unlawful purposes

Your vehicle being used for unlawful purposes.

(q) Incorrect fuel usage

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

(r) Replacement of non-damaged parts

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

(s) Tyres

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

(t) Intentional damage

We will not consider claims relating to loss or damage which is actually or suspected to be caused intentionally, wilfully or deliberately to your vehicle.

(u) Windscreen

Windscreen damage is not covered under standard comprehensive insurance.

(v) Water damage

Any loss or damage to your vehicle caused by water;

- i. in a known watercourse or floodway; or
- ii. in areas where tidal movement of water occurs, when you or the driver drive your vehicle into one of these areas, and your vehicle becomes stranded, and such an event could have been foreseen; and/or
- iii. when you or the driver drive your vehicle into water of unknown depth.

However, this exclusion shall not apply if you and the driver demonstrate that all reasonable actions and considerations were taken and implemented to [protect your vehicle from loss or damage caused by water.

EXCESS

1. What is an Excess?

An excess is the amount you must pay for each incident when you make a claim for discretionary cover benefits.

2. Amount of the Excess

The total excess you are required to pay is determined by the circumstances of your claim for discretionary cover benefits. You might have to pay more than one type of excess when you claim for benefits. The amount of the excess that you will be required to pay will be included in your certificate of cover. If the driver of your vehicle was under the age of 25, an additional \$500 excess on top of the basic excess is payable.

NOTE: We may not cover any legal or other costs that arise because of any delay in paying the excess.

CANCELLING YOUR MEMBERSHIP

You may cancel your membership within 14 days after receiving confirmation of your Membership.