



R & T CLUB

RIDESHARE AND TAXIS

PRODUCT DISCLOSURE STATEMENT

Issuer

R & T CLUB Pty Ltd.

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KEY INFORMATION

PART A—PRELIMINARY

1. Name

The name of the association is “**R & T CLUB Pty Ltd.**”

2. Your Duty of Disclosure

Before you enter into an agreement with the club, it is Your duty to disclose every matter that You know, or could reasonably be expected to know, to be relevant to the club’s decision whether to give you membership cover and, if so, on what terms.

3. This Product Disclosure Statement (PDS) is an important legal document that contains details of your cover if you become a Member of R & T CLUB. Before you decide to apply for membership, please read PDS provided by Assurance Cover Australia.

4. The information in this PDS was current at the date of preparation. We may update some of the information in the PDS that is not materially adverse from time to time without needing to notify you. You can obtain a copy of any updated information by contacting us on (03) 8354 8864. It is very important for you to understand that:

- (a) This is an offer to become a member of R & T CLUB.
- (b) This document is not a contract of insurance.
- (c) R & T CLUB is not an insurance company authorized by APRA to conduct insurance business in Australia and it therefore does not need to comply with the Insurance Act 1973 or any other insurance laws or regulations.
- (d) As a member of R & T CLUB you are bound by the Assurance Cover Australia Taxi Cover’s Constitution and their PDS.
- (e) You should read the Membership Rules, which are summarized in this PDS, before you apply to become a Member and you may obtain a paper copy of the Membership Rules from R & T CLUB upon request at no cost.

5. Purposes

The purposes of the association are to assist Ride sharing owners/ Taxi share owners with the management of providing comprehensive cover, collisions involving their vehicle, including own and third party.

6. Definitions

“**The Association**” means “R & T Club Pty Ltd.”

“**Excess**” is the amount to be paid after a collision and is to be determined in accordance with Schedule 1 of these Rules but may be varied from this Schedule as permitted by any other Rules outlined below or by Committee resolution.

“**Member**” means follow all rules in part B of this section.

PART B—MEMBERSHIP

7. To become a member of the Association an Applicant must:

An applicant for Club membership must be a natural person; be a vehicle owner or driver; accept and abide by the rules and regulations of the Club; apply for membership through the office of the secretary; pay the registration fee; have their applications for membership approved by the Club Committee; Have a comprehensive and third-party cover, As a member of R & T CLUB you are bound by the ASSURANCE COVER AUSTRALIA Taxi Cover’s Constitution and the Membership Rules that has mentioned in their PDS, which is associated with the R & T CLUB.

8. Membership:

Membership is open to all vehicles as determined by R & T CLUB as being appropriate for Membership.

Comprehensive cover

- (a) accidental loss or damage cover.
- (b) towing costs cover.
- (c) third party property damage cover.
- (d) Public Liability can be added on extra payment which is separate from normal cover.

Accidental loss or damage

You have the right to be considered for cover for accidental loss or damage to your Vehicle caused by an incident in the period of cover. Examples of incidents covered include:

- (a) hail, storm, and flood.
- (b) fire.
- (c) theft or attempted theft.
- (d) malicious damage or vandalism. (e) collision and impact

Third party property damage cover

- (a) You have the right to be considered for cover for legal liability for damage to another people's property. We will consider claims covering you or anyone you authorize to drive your Vehicle for legal liability for loss or damage to another person's vehicle or property resulting from an incident caused using your Vehicle in the period of cover.
- (b) Examples of incidents we will consider include:
 - i. legal liability that is the responsibility of the operator because you were driving your Vehicle in connection with your occupation.
 - ii. legal liability for the cost of cleaning up by emergency services after an incident involving your Vehicle.
 - iii. legal liability for damage to another vehicle or property because a vehicle collided with or tried to avoid colliding with your Vehicle.

9. Club members Rights and responsibilities:

Members have the right to request assistance from the Club, however:

- (a) They must ensure to maintain their vehicles roadworthy.
- (b) They must ensure to register their names and the names of their drivers with the club beforehand.
- (c) **In the case of an accident, whether at fault or not, members must report and fill claim form in writing immediately to the Club within 48 working hours or 2 days of the date of the accident. If you do not fill claim form and do not pay excess, in that case owner is liable to handle that claim in future. (No claim will be considered out of this period) of the date of the accident.**
- (d) No member or driver should not admit liability at any time without the consent of the Club.
- (e) Members who are involved in an accident and who decide to handle the case for them will have their claim refused and their membership immediately cancelled.
- (f) In the event of an accident involving member vehicles, any legal documents that a member receives or sends must be forwarded to the Club immediately.
- (g) Members must renew their membership at due date and pay contribution on time, otherwise they will be considered to have withdrawn voluntarily from Club membership and consider cancelled on the day of expiry at 17:00. There is no cooling off period, no claims would consider even after one day if contribution not paid on due date excludes all excuses.
- (h) In addition to the requirements outlined in the other Rules, the following is also required within 2 days of lodging a claim:
 - Your earning detail for at least a period of THREE TO FOUR weeks prior to the accident.
- (i) The membership of a person ceases on resignation, expulsion, or death.
- (j) A member may resign by notice in writing given to the Association.

This is not an exhaustive list. If you are uncertain, please contact R & T CLUB directly or refer to the Membership Rules. R & T CLUB has absolute discretion on the payment of any claim for benefits dependent on the circumstances.

10. Club rights

No assistance shall be provided by the Club if and when one or more of the following events occurs:

- (a) **We will not consider claims if the vehicle was being driven by someone under the age of 21 or over 80 years, Cover is subject to the driver having held a valid Australian driver's license for a minimum of 2 years.**
- (b) We will not consider claims for injuries arising in certain circumstances including but not limited to the use of the Vehicle in a certain manner, suicide, intentional self-injury, insanity, venereal diseases (including AIDS), alcohol or drugs, pregnancy, childbirth, or illness. We will not consider claims arising out of any condition caused by, prolonged by, or aggravated by any psychiatric, mental, or nervous disorder of the Insured Person, including anxiety and/or depression.
- (c) Vehicle is being driven by person under the influence of liquor or drugs.
- (d) If the vehicle is driven by you or by any person who is not licensed to drive the vehicle under any relevant law.
- (e) If loss / damage or liability is intentionally caused by you or any person acting with your consent.
- (f) If vehicle is driven by a person who refuses to provide or allow the taking of a sample of breath, blood or urine for testing or analysis as required by the law of any State or Territory.
- (g) If the vehicle is used for any illegal purpose.

- (h) Vehicle is engaging in racing, pace making, rally, reliability trial speed or hill climbing test.
- (i) If any nature directly or indirectly caused by, resulting from, or in connection with, any of the following regardless of any other contributing cause or event of war, invasion, acts of foreign enemies, hostilities or warlike operations whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority.;
- (j) Any act of terrorism or any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism; or radioactivity or any radioactive substances or nuclear fuel, nuclear waste, or nuclear material.
- (k) Occasioned by lawful seizure or other operation of the law.
- (l) Vehicle is conveying any load or carrying a number of passengers more than the vehicle is designed for.
- (m) Damage to vehicle is the result of fire without collision.
- (n) Member or driver admits liability at the scene of an accident or incident without the written consent of the Club.
- (o) Members who have had accident whether in right or wrong and who decide to handle their cases themselves risk having their claims being accepted.
- (p) In the event any vehicle is repaired mechanically or electrically at a repair shop outside the club's authority, then the club is not responsible for any damages, arising as a result of same, further Should a member repair the vehicle elsewhere, the member should always ask from such a shop for a guarantee for the vehicle's repairs.
- (q) You must provide accurate information as to the circumstances of the collision. Providing inaccurate and /or misleading information will result in Rideshare & taxi not indemnifying the driver and /or the owner. The driver and/or owner will be responsible for all court orders and the costs made against the plaintiff.
- (r) As R & T CLUB has his own mechanical & panel shop in house so in case of accident of club's vehicle cannot get his car repair from any outside workshop, in any circumstances. In case we find outside repair on our vehicle, can cause bad effect on next claim.

Member or driver breaching these rules will have their request for assistance rejected and may be refused for the payment of any previous claims made.

11. What we include as your Ride sharing/ Taxi vehicle

Your vehicle includes any meter, computer dispatch system, and hoist equipment in wheelchair accessible vehicles. It does not include any car or mobile phones, cash and personal effects, tools or sports goods or any non-standard items such as headlight and bonnet protectors.

12. EXCESS

The policy provides that you will be required to bear a specified amount of all claims, and this is for each, and every claim made against you including defense costs. We will let You know when the excess is payable, it should pay by owner, to take cost of excess from driver is owner's responsibility not club. It should submit with claim form, which decides solely by manager of club.

- (a) The club has authority to increase excess by required amount on basis of driver's age and if same vehicle involve in accident less than six month "at fault".
- (b) Excess must be paid upfront on club's decision regarding accident situation, still if owner do not want any repair on his car and no payment is required by 3rd party, excess can be return to owner after period of 12 months and the club will no longer deal with the claim.
- (c) In case of lane change & when no one admit his/her fault excess has to be paid.
- (d) In case of hit & run even if you have all details (Rego & police report) excess has to be paid.
- (e) Once it's been prove in writing that your vehicle is not at fault, excess can be reimbursed at that stage.
- (f) **If excess not paid within 72 hours of accident and claim not filled, the claim will immediately be disregarded and cancelled. If repairs are still completed to your vehicle, it will not be released from club until full payment of excess is received.**
- (g) **Upfront excess must pay in the following conditions: Hit & run case even if you have all the details. Lane change and when no one admit his fault When no one admit his fault in any circumstances.**

13. Other valuable information

When you need to contact us

- (a) any details are no longer accurate e.g., change of ownership.
- (b) Your contact details change.
- (c) You replace your vehicle.
- (d) There are any changes to the physical condition of your vehicle.
- (e) You plan to, or have, added accessories or modifications to your vehicle.
- (f) The drivers of your vehicle change.
- (g) The way you use your Taxi changes
- (h) Driving history of drivers change
- (i) Any driver of the Taxi has any criminal history related to fraud, theft, burglary, drugs, arson, or any criminal, malicious or willful.

14. Other conditions

- (a) If the vehicle is a total loss, then the indemnity will be at the market value price of the vehicle prior to the accident. The amount paid will be determined by an assessment report provided by the club's independent assessor or ASSURANCE COVER AUSTRALIA assessor less GST, less remaining Premium & Less required Excess
- (b) In case the vehicle is total loss the membership will automatically ceased and new membership to be obtained from club, and payment to be made. Club will deduct that remaining premium from vehicles Market value.
- (c) In case of a not at fault claim if a recovery has been made from the other party, **then only member will get loss of income depends upon an average income made for four weeks prior to the accident, it solely based upon your income less expenditures like maintenance, fuel, toll, and others.**
- (d) For further proceedings driver needs to provide pay slips 3 weeks before the date of accident.
- (e) Whenever member wants to terminate his policy, he should give club 30-day notice and in case of early termination of the membership by the member a 10% cancellation fee will apply.
- (f) In extreme case if the matter has reached to court, driver should require to attend court hearing with our lawyers.
- (g) The driver and the owner must remain in Australia for the duration of the recovery which includes all court proceedings, in the case of accident. Further the driver and owner must attend court to provide evidence where liability in regard to accident is an issue. Failure to do so will result in the owner being responsible for all the costs payable to the third party.

PART-3 UNDERWRITING POLICY

R & T CLUB has third party property damage cover available from various other providers, which is mandatory and has to be taken along with the club's policy, and member has to follow PDS from third party cover that is Assurance Cover Australia.

Third party cover only commences, when all the documents required by Third Party Providers have been provided to the club and the contribution and all dues for third party are received.

Vehicle claims only be considered if and only, he paid full comprehensive contribution which includes third party plus club's contribution.

SCHEDULE-1- TAXI EXCESS

STANDARD SEDAN/ STATION WAGON VEHICLE

STANDARD EXCESS FOR OWNERS AND DRIVERS	\$1300
STANDARD EXCESS FOR TOTAL LOSS, FIRE AND THEFT (MARKET VALUR AS A TAXI)	\$2500
SECOND ACCIDENT DURING SHORT TIME GOES UP (SHORT PEIORD OF 6 MONTHS)	+\$500
ADDITIONAL EXCESS FOR DRIVERS BELOW THE AGE OF 24 YEARS AGO	+\$500

RIDESHARE EXCESS

STANDARD EXCESS FOR DRIVERS & OWNERS	\$1000
STANDARD EXCESS FOR TOTAL LOSS, FIRE & THEFT (MARKET VALUE AS RIDE SHARE)	\$2000
SECOND ACCIDENT DURING SHORT TIME GOES UP (SHORT PERIOD OF 6 MONTHS)	\$+500
ADDITIONAL EXCESS DRIVER UNDER THE AGE OF 25 YEARS GOES UP	\$+500

MEMBER APPLICATION FORM

S.no.	PARTICULARS	
1	NAME	
2	ADDRESS	
3	MOBILE NO.	
4	EMAIL ID	
5	A.B.N.	
6	DEPOT	
7	REGISTRATION NO.	
8	POLICY NO.	
9	TYPE OF COVER	
10	PERIOD OF COVER	
11	DATE OF INSURANCE	
12	VALID TILL	
13	PREMIUM	
14	GST	
15	TOTAL	
16	EXCESS	

VEHICLE DETAILS

S.no.	PARTICULARS	
1	REGISTRATION	
2	DESCRIPTION AND MAKE	
3	MODEL	
4	YEAR OF MANUFACTURE	
5	NUMBER OF CYLINDERS	
6	VIN / ENGINE NO.	
7	CHASSIS NUMBER	
8	TRANSMISSION	

DECLARATION:

I/WE DO HEREBY DECLARE AND WARRANT:

1. I/WE HEREBY ACKNOWLEDGE THE ABOVE INFORMATION TO BE CORRECT AT THE TIME OF COMPLETION. I/WE ALSO UNDERSTAND THAT I/WE MUST DISCLOSE ALL INFORMATION OF IMPORTANCE TO YOU IN DECIDING WHETHER TO ISSUE INSURANCE COVER TO MYSELF, INCLUDING ANY FACTS OR CONDUCT WHICH MIGHT LEAD TO A CLAIM BEING MADE BY MYSELF OR ANY PERSON ENTITLED TO PROTECT UNDER THE POLICY. IF I/WE FAIL TO DO SO, OUR RIGHTS TO CLAIM UNDER THE POLICY MAY BE AFFECTED.
2. I ALSO ACKNOWLEDGE THAT AT ALL TIMES ALL RULES & REGULATIONS OF THE CLUB WILL BE ABIDED BY ASSURANCE COVER AUSTRALIA.
3. FOLLOWING ACCEPTANCE OF MY MEMBERSHIP APPLICATION FORM, WE/I AGREE TO ABIDE BY THE RULES AND GUIDELINES OF R & T CLUB PTY LTD. AS SET OUT IN R & T CLUB PRODUCT DISCLOSURE STATEMENT AND RULES WHICH WE/I READ AND UNDERSTOOD AND ALSO PDS FROM ASSURANCE COVER AUSTRALIA.
4. WE/I UNDERSTAND THAT THE BENEFITS AND COVERS OFFERED UNDER THIS AGREEMENT ARE AT THE BOARDS DISCRETION AND ARE CONTINGENT UPON THE TRUTHFULNESS OF THIS DECLARATION AND ACCORDINGLY WE/I HAVE NOT WITHHELD ANY INFORMATION THAT MAY AFFECT THE ACCEPTANCE OF THIS APPLICATION OR BE REGARDED AS RECKLESS OR UNACCEPTABLE TO THE TAXI INDUSTRY/RIDE SHARE INDUSTRY.

5. I/WE ACKNOWLEDGE THAT I/WE HAVE READ THE RULES, CONDITIONS AND REGULATIONS AND AGREE THAT THEY SHALL APPLY IN RESPECT OF MY/OUR NOMINATED VEHICLE.

MEMBER SIGNATURE	
MEMBER NAME	
WITNESS SIGNATURE	
WITNESS NAME	
DATE	