

# **PRODUCT DISCLOSURE STATEMENT**

This Policy Document constitutes the agreement between the member and Metro Club Inc . It tells you about the Club, your membership and the available which the Club can offer you as a member. It is important that you read this document carefully before you make an application to become a member. If you have any queries about anything in this Policy Document please ask the Club to clarify these for you.

## **1. What is Metro Club?**

The Club is a member owned, member driven, not-for- profit organisation specifically formed to address the needs of the Club members. It is a Club that has been created to use the collective strength of individual members in a way that will help spread the cost of risk across its members who are all in the Taxi Service Industry. The Club recognises the difficulty for members of the Taxi Industry to have protection against certain risks inherent in Taxi work. The Club aims to pool financial resources to meet certain risks of each member. The Club is a discretionary Club. This means that the Clubs appointed committee have a discretion to decide whom to admit to membership and the discretion to decide whether or not to accept a members application for protection. Only members of the Club are entitled to make a claim on the Club for protection. This means that its members are not subsidising the cost of claims made by people outside the Taxi Industry. Each claim for protection will be considered on its merits and circumstances. The Committee has an absolute discretion to refuse a claim. Also, the Committee can exercise its discretion in special circumstances to admit a claim which would ordinarily be excluded under this Policy Document.

## **2. Membership of Metro Club Inc.**

Membership of the Club is at the discretion of the Committee. Once you have been accepted as a member of the Club and paid your membership subscription you will be issued with a Certificate of Membership stating your Club membership number. The annual membership fee is \$10. You must be a member of the Club to be eligible to apply for protection with the Club.

## **3. Membership protections**

The Club offers you certain protections against risks and the costs associated with those risks on the terms contained within this Policy Document. The benefits contained in this Policy Document are referred to as protections to highlight that this is an alternative to insurance. The Committee has the discretion to accept your application for protection and to set the cost of contribution payable by each member for the protection offered. If your application for protection is accepted you will be asked to pay an annual contribution for the protection offered, depending on

what protection you have requested. The contribution will be assessed in accordance with your circumstances and requirements. You can see the amounts of the contributions under the section Contribution amounts below. A Schedule of Protection will be issued to you which sets out your protection, the annual contribution to be paid and the excess applicable in the event of a claim for protection. Please ensure you read the Schedule of Protection carefully to ensure it meets your requirements.

#### **4. Contribution amounts**

Your contribution which you must pay will depend on what type of Taxi vehicle you seek protection for. The schedule of contributions to be paid is listed at the rear of this Policy Document. It will also be listed on your Schedule of Protection. Your contribution is payable on the day you seek to take out the protection. No claim for protection will be considered for a period where the contribution has not been paid.

#### **5. When you make a claim for protection**

As a member of the Club you will have a right to have your claim for protection considered by the Committee of the Club. The benefit provided by the protection is contained in this Policy Document. The Committee's discretion to refuse or reduce a benefit under a claim will only be exercised where the Committee believes that the members of the Club would expect it to do so. The Committee also has power to admit claims which are otherwise excluded under the protections.

#### **6. Information provided by you**

When you apply for membership of the Club you will be asked a series of questions relevant to your eligibility for membership. The answers you provide will be used to assess your application for membership. It is important the information you provide is accurate and truthful. If it is not accurate or truthful then the Committee may exercise its discretion at any stage to cancel your membership. In addition, if a claim for protection has been made your inaccurate or untruthful information given at the time of making an application for membership will entitle the Committee to refuse your claim for protection if that information, if known by the Committee, would have meant they would not have offered you membership with the Club or they would not have offered the protections under this Policy Document which you obtained

#### **7. Excess payable when making a claim for protection**

When you apply to have a claim for protection considered by the Committee you may be required to pay an excess depending upon the circumstances of the claim. Your Schedule of Protection will show the excess that applies to each of the

protection benefits offered. The Club will not consider a claim until the excess has been paid.

## **8. Cancellation and Renewal of your protection**

On or before the last day of your period of protection you can apply to renew your protection for the next year. Whether or not your protection is renewed will be at the discretion of the Committee. If renewal is granted it will be granted on the same terms and conditions as are contained in the Clubs Policy Document (as amended from time to time) and the new Schedule of Protection which will be issued upon renewal. The Committee has the right to cancel your protection during the protection period if circumstances warrant this. These circumstances are such that the Committee would consider that the members of the Club would require the protection to be cancelled. In circumstances where the member elects to pay the annual contribution by way of two (2) instalments, if the second instalment is not paid within the 6 month period after the commencement of the period of protection the protection will lapse at midnight on the day which constitutes 6 months after the period of protection commenced. Similarly, in circumstances where the member elects to pay the annual contribution by way of quarterly instalments, if an instalment is not made by midnight on the day which is 3 months after the previous due instalment (or 3 months after policy inception for the first instalment) the protection will lapse.

## **9. Protections offered by the Club**

The Club offers a range of protections which relate to accidental motor vehicle collisions involving the members Taxi vehicle. Subject to payment of the contribution and the applicable excess and subject to acceptance of the claim by the Committee, the Club offers the member the following benefits pursuant to the protection.

1. Accidental Motor Vehicle Collision (Members Vehicle): if the claim is accepted the Club will:

1.1 arrange for the damage to the members Taxi vehicle to be repaired at the Clubs authorised repairer;

1.2 in the event that the repair cost renders the Taxi vehicle uneconomical to repair the Club will pay the member the pre accident value of the taxi (see below as to what constitutes the pre accident value).

2. Accidental Motor Vehicle Collision (Third Party Claim): if the claim is accepted the Club will:

2.1 indemnify the member against any claim or demand made by a Third Party for loss or damage which was caused in a collision which involved the members Taxi Vehicle to a maximum sum of \$10,000.

2.2 Arrange for an insurer to indemnify the member for any claims from a Third Party which exceed \$20,000.

3. Damage to Taxi by fire: if the members Taxi vehicle is damaged by fire and the claim is accepted the Club will:
- 3.1 arrange for the damage to the members Taxi vehicle to be repaired at the Clubs authorised repairer;
  - 3.2 in the event that the repair cost renders the Taxi vehicle uneconomical to repair the Club will pay the member the pre accident value of the taxi (see below as to what constitutes the pre accident value).
4. Taxi stolen: if the members Taxi vehicle is stolen and the claim is accepted the Club will:
- 4.1 if the vehicle is recovered and is damaged the Club will arrange for the Taxi vehicle to be repaired at the Clubs authorised repairer;
  - 4.2 if the vehicle is recovered and is damaged and is uneconomical to repair the Club will pay the member the pre accident value of the taxi (see below as to what constitutes the pre accident value).
  - 4.3 If the vehicle is not recovered the Club will pay the member the pre accident value of the taxi (see below as to what constitutes the pre accident value). These are the only protections offered by the Club. The protections are subject to the exclusions contained in section 10 below. Please read these to ensure you are familiar with them. Definition of pre accident value if pursuant to a protection the Club agrees to pay the member the pre accident value of the Taxi vehicle the Club will pay the value of the taxi not including the accessories and fit out items. The pre accident value is the value of the vehicle itself and does not include the value of the further accessories and fit out items which are required for the vehicle to become an on the road taxi. For the avoidance of doubt as an example, if a taxi vehicle is a 2012 Ford Sedan, the pre accident value will be the value of that vehicle as a private usage motor vehicle (ie the market value of a 2012 Ford Sedan in the same or similar condition as the members vehicle.) The Club will deduct from the pre accident value any money that is owed to it for excess or outstanding contributions. If the value of the vehicle is paid to a member then the member agrees that the Club becomes owner of the salvage and will do all things necessary to transfer title of the vehicle to the Club.

## **10. Exclusions to protection**

In order to ensure the sustainability of the Club certain exclusions apply to claims for protection. If any one of the exclusions listed below apply to your claim, then your claim will not be admitted by the Committee.

10.1 If your Taxi is involved in an accident then you must notify the Club of the accident details within 24 hours of the accident occurring. This is to ensure the Club can maximise the prospects of the most commercial settlement of your claim and any demand from other parties involved in the accident. If the Club is not notified of the collision within 24 hours of it happening protection will not be offered. See the

contact phone numbers in paragraph 11.7 herein. A member can notify by sending a SMS message to the mobile number if the member wishes.

10.2 If your Taxi was involved in a collision and the vehicle was not roadworthy at the time of the collision protection will not be offered to you by the Club.

10.3 If the driver of the Taxi involved in the collision was not an authorised driver which you nominated at the time you took out the application for protection then protection will not be offered to you by Club. The Club will only offer protection for claims which involve a driver who you nominated in your application.

10.4 If the driver of the Taxi involved in the collision had any alcohol or drugs in his blood stream at the time of collision protection will not be offered to you by the Club. This exclusion acknowledges Taxi driver obligations to drive at .00.

10.5 If the driver of the Taxi at the time of the collision was conveying any load or carrying a number of passengers in excess of that permitted by law protection will not be offered

10.6 If the Collision occurred outside the state of Victoria protection will not be offered.

10.7 If the collision was caused by the driver of the Taxi operating the vehicle in a reckless or dangerous manner protection will not be offered.

10.8 If the loss or damage was caused by the member or members driver leaving the Taxi unattended and unsecure or in a dangerous position protection will not be offered.

10.9 When the Taxi vehicle is not working it must be stored in a secure place such as a locked garage to limit the opportunity of loss or damage.

10.10 If the driver of the Taxi vehicle is not legally entitled to drive the Taxi at the time of the collision whether by reason of not having the appropriate Taxi licence, accreditation or whether his/her licence has been suspended, revoked or cancelled protection will not be offered to you by the Club.

10.11 If in making the claim for protection you are in any way dishonest or fraudulent or intentionally do not tell us the truth then protection will not be offered to you by the Club.

## **11. Your responsibilities when you make a claim for protection.**

If your Taxi is involved in a collision it is important you follow the steps set out below.

If you do not the Club may refuse your Claim:

11.1 Do not admit liability for the Collision. Your Club, with the assistance of legal advice will determine liability for the collision, an admission of liability may prejudice our ability to resolve claims with other parties;

11.2 You must make the claim within 24 hours of it happening. See exclusion 10.1 above. This is very important so the Club can maximise the chance of the most commercial resolution.

11.3 You need to provide the Club with all the details of the Claim. This will include a

detailed description of what occurred, all details of the other party(s) involved (name, address, phone number, drivers licence and insurer) the other party(s) vehicle details and any witnesses to the collision. Without all of this information the Club will not be in a position to consider your claim for protection.

11.4 You must be truthful in everything you tell the Club in making the claim. The Club relies upon this information when assessing whether or not to institute or defend legal proceedings. If the information is untruthful or incorrect it may result in the Club paying legal expenses. In this circumstance the Club has a right to seek these expenses from you where you have been untruthful in making a claim.

11.5 You must pay the applicable excess when lodging the claim. The Club does not consider any claim for protection until the excess had been paid.

11.6 Ensure you take photographs of the accident scene, the vehicles involved and obtain any witness details. If police attend provide us with the police officers details.

11.7 The Help Line details for claims are as follows:

Metro Club Office (10am-4pm Mon-Fri) Ph: 03 9348 9507

After hours call or text: Mobile: 0425 837 766

You may send an SMS with the accident details.

11.8 If you require a tow truck after a collision please contact VicRoads on 131176 and arrange a tow to the Clubs approved repairer which is Tottenham Smash Repair at 1/213 Sunshine Rd, Tottenham Victoria 3012.

## **12. Legal proceedings and your assistance**

If the Club admits your claim for protection you then authorise the Club to conduct legal proceedings on your behalf. This may mean instituting legal proceedings to recover losses from the party who was at fault, or it may mean defending legal proceedings where you or your driver have been sued for damages caused to someone else. Although the Club will retain lawyers and pay for legal costs of any proceedings, we cannot conduct the legal proceedings without your assistance. As such it is a term of this Policy Document that you co-operate with the Club and their lawyers if legal proceedings are commenced. Normally this would mean, amongst other things:

12.1 you may need to attend Court to give evidence about what occurred;

12.2 providing further details of the claim upon request of the Club or its lawyers;

12.3 in the event you have further losses which the Club does not cover and you want recovered from the other party (for example, your lost income for the period the Taxi was off the road) you need to provide the Club or its lawyers with documentary proof to establish your claim for these losses;

12.4 your claim for these further losses must be honest and truthful; 12.5 any loss of income recovered by the Club for the member will be paid once that money is received from the other party.

12.6 any other reasonable request of the Club or its lawyers which will assist the Club in maximising the Clubs chance to recover any loss or damage.

### **13. Change of details**

Each protection period is 12 months. The Club will offer protection based on the details you provide the Club when you make your application. If any of these details change in the period of protection you must notify the Club immediately so the Club can make the necessary changes and assess whether it is still prepared to offer protection. If the changes mean the Club will no longer offer protection then you will have the amount left of your annual contribution refunded on a pro rata basis. For example, if your protection is cancelled after 6 months then you will have half of your annual contribution refunded. If you have any queries in relation to anything in this document please ask someone from the Club to assist you.