



24 Futura Road, Keysborough
2/59 Assembly Drive, Tullamrine
Email: Info@crowntaxiclub.com.au
Ph: 03 9769 0088
W: <https://crowntaxiclub.com.au/>

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 these 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 “Crown Taxi Club inc”

2. Purposes

The purposes of the association are to assist taxi owners with the management of collisions involving their taxi vehicle.

3. Financial year

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

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, 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 lodgment 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. If insurance premiums are not renewed on or before the expired dates they will be cancelled on the day of expiry at 5:00pm closing business time.
8. All excess must be submitted together with the claim form. The manager shall at his absolute discretion decide whether a claim is in the right or wrong.
9. The club has the authority to increase the excess if the same driver or the same vehicle has been involved in a previous 'at fault' accident within the last six (6) month period.
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 who have had an accident whether in 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 membership agreement will be cancelled immediately and payment to the other party for any previous claims lodged may be refused.
12. 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.
13. Members must nominate their driver/s to the club (by way of the Form in Schedule 2), the club has the authority to increase the amount of contribution depending on the number of drivers.
14. The club has the authority to refuse any claim if the driver involved in the accident had not been nominated to the club beforehand.
15. Members and their drivers shall be responsible for getting ALL DETAILS of all vehicles, property and other items involved in the accident and any failure to do so may invalidate part or the claim.
16. The club strictly does not allow to get your car repaired from any other repairer in case of accident if individual breaches this rule can cause there all claims decline.
17. Excess is to be immediately when lodging a claim in accordance with Schedule 1 of these Rules; if not paid the claim will immediately be disregarded and cancelled. If repairs are still being completed to your vehicle it will not be released from the work shop until full payment of excess is received. If the vehicle has been fully repaired an invoiced a 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

18. If a claim in the wrong has been lodged and very minor damage has occurred to any 3rd party's vehicle, full payment of excess is to be made. If no proof of loss documents or letter of demand has been sent to the member, driver or the club for a period of 12 months of the claim excess will be reimbursed to the member under the condition that no repairs have been done to the clients vehicle from the accident.

19. 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 clubs independent 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:

- I. Being driven by or was in charge of any person under the influence of intoxicating liquor or any drug.
- II. 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;
 - Being used in an unsafe condition or unroadworthy condition;
 - Is being used for the convenience of passengers for reward hire or fare other than as a registered taxi cab;
 - Is being used outside the state of Victoria;
 - Is damaged as a result of a fire not arising as a result of a direct collision

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 at total loss/written off

23. If the third party is available and you are unable to get a third party cover, the member will only be covered to a maximum excess amount offered to a taxi by any legally authorized insurance company (For third party property damage only).

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.

25. In case of an accident, the driver and the owner must attend court to provide evidence where liability in regards to the accident is an issue.

26. The owner of the vehicle must ensure that the driver is available for all the court proceeding, where liability for the accident case is an issue. Failure to do so will result in the owner being responsible for all the costs payable to the third party.

27. You must provide accurate information as to the circumstances of the collision. Providing inaccurate and /or misleading information will result in Crown Taxi Club, 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.

28. In addition to the requirements outlined in the other Rules, the following is also required within 2 days of lodging a claim:

- Taking sheets for at least a period two weeks prior to the accident
- Vehicle registration papers
- Bass statement.
- Uber 3 month Tax summery

Fail to provide this information can cause club to refuse to pay loss on income.

29. It is the 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 costs of the payment from the driver.

30. A member may resign by notice of 14 days in writing given to the Association.

31. If your vehicle is reported as stolen , vandalised or maliciously damaged, the excess is payable in that case .

32. Our members receive free tow facility in not at fault accidents

33. In case of at fault accidents member is not entitled for loss of income or replacement vehicle

34. If your vehicle is reported as stolen, vandalised or maliciously damaged, the axcess is payable in that case.

35. Our members receive free tow facility in not at fault accidents.

PART 3—UNDERWRITING POLICY

Crown Taxi Club Inc has Third Party Property Damage Insurance cover available from various Insurance providers, which is mandatory and has to be taken along with the club's policy.

Third Party Cover only commences, when all the documents required by Third Party Providers have been provided to the club and the premium and all dues for third party are received. So, until the third Party Insurance cover commences, a member is only covered up to \$10,000.00 for third party property damage caused by their vehicles.

PART 4—Disciplinary action

34. Grounds for taking disciplinary action

The Association may take disciplinary action against a member in accordance with this Division if it is determined that the member—

- has failed to comply with these Rules; or
- refuses to support the purposes of the Association; or
- Has engaged in conduct prejudicial to the Association.

35. 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 members of the disciplinary subcommittee—

- may be Committee members, members of the Association or anyone else; but
- may not be biased against, or in favor of, the member concerned.

STANDARD SEDAN/STATIONWAGON VEHICLE

- Standard excess for owners and drivers Taxi: \$ 1,300.00
- Standard excess for Rideshare. \$ 1,000.00
- Second accident excess during short time goes up: \$ 500.00
(Short Period of 6 months)
- Additional excess for drivers below the age of 25 years goes up: \$ 500.00
- Standard excess for Total Loss or TP loss more then \$10000 \$2500.00