



## PRODUCT DISCLOSURE STATEMENT

This PDS is dated 24 April 2006

Revised August 2009

It is issued by:

Taxi Care Club Limited t/as Taxicare Australia

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# PART 1: IMPORTANT INFORMATION

## Welcome To Taxicare Australia

This Product Disclosure Statement (**PDS**) is an important legal document. It provides you with information about the financial products and services available to members of Taxi Care Club Limited t/as Taxicare Australia (**Taxicare Australia**). It is designed to assist you in making an informed choice about whether or not to join Taxicare Australia and apply for the discretionary mutual risk protections (**covers**) available to members.

**The issuer of the mutual products described in the PDS is Taxi Care Club Limited, ABN 90 006 637 789 AFS Licence No 292888. Taxicare Australia is authorised under its AFS Licence to:**

- (a) provide financial product advice for general insurance products and mutual risk products to retail and wholesale clients; and
- (b) deal in a financial product by:
  - (i) issuing, applying for, acquiring, varying or disposing of a mutual risk product; and
  - (ii) applying for, acquiring, varying or disposing of a financial product on behalf of another person in respect of general insurance products and mutual risk products.

**The mutual risk protection offered by Taxicare Australia is not insurance.**

**Taxicare Australia is not an insurer and is not authorised by the Australian Prudential Regulatory Authority or governed by the Insurance Act 1973. For this reason it is not subject to the provisions of the Insurance Act, which establishes the system of financial supervision for general insurers in Australia. Membership and discretionary protections are available on application to the issuer, Taxicare Australia.**

**See Section 12 of Part 1 of the PDS for details of the procedures Taxicare Australia has in place to estimate its future liabilities and ensure that it has adequate financial resources.**

If you decide to apply for membership of Taxicare Australia or have any questions on the covers that are available, please contact us. If your application is accepted and you apply for any of our covers, the cost of the cover we offer to you will be set out in your certificate of insurance and membership invoice. Your invoice will include any government charges that apply. The types of costs, fees and charges that you might have to pay are all explained in this PDS.

**Information in the PDS may be subject to change from time to time. Where the change is not materially adverse, you will be able to find out the new information by phoning our local office in your State or by visiting the Taxicare Australia website at [www.taxicare.com.au](http://www.taxicare.com.au). A paper copy of any updated information will be given to you on request. If it becomes necessary, we will issue a supplementary or replacement PDS.**

## **1 Background and Operating Structure**

- 1.1 Taxicare Australia is a company limited by guarantee. Taxicare Australia has operated in Australia since 1986. It was formed specifically to address the common financial risks, needs and interests of taxi cab owners and operators. It is a not-for-profit organisation owned by its members and operated for its members.
- 1.2 Taxicare Australia is a mutual. The pooled resources of members of Taxicare Australia are used to meet certain financial risk obligations of each member of the mutual. Each member has one vote regardless of the level of financial commitment to the mutual.
- 1.3 Taxicare Australia operates as a discretionary mutual. This means that entry to membership and the payment of member benefits are at the discretion of board. The board is appointed by the members in accordance with the constitution. The board is drawn generally from the membership of Taxicare Australia so the board has an understanding of the needs of the members and the business risks that they face.
- 1.4 Only Taxicare Australia members are entitled to apply for the covers offered by Taxicare Australia and make a claim for protection under those covers. Taxicare Australia has the discretion to decide who to admit to membership and the discretion to decide whether or not to accept a member's application for cover.
- 1.5 Members can have a realistic expectation that all valid claims under the covers will be paid if the claim comes within the scope of the relevant cover and the member has applied for and been granted that cover. Each claim will be considered on its merits and circumstances. Conversely, the board has the discretion to refuse a claim if it believes that the claim has been caused by conduct that the members of Taxicare Australia would regard as reckless or unacceptable to the taxi industry. The discretion also allows the board to exercise its power so that in unexpected or special or unusual circumstances it may pay claims, which would not ordinarily be protected under the terms and conditions of the covers.

## **2 Discretion**

- 2.1 The board's discretion will be exercised cautiously and only in circumstances in which the board believes that the Taxicare Australia members would expect it to exercise its discretion.
- 2.2 The Australian Prudential Regulatory Authority (APRA) regulates insurance companies, not discretionary mutuals such as Taxicare Australia. Because it is not an insurance company, Taxicare Australia is not subject to APRA regulation and it is not required to be authorised under the Insurance Act to conduct insurance business. For this reason it is not subject to the provisions of the Insurance Act, which establishes the system of financial supervision for general insurers in Australia.

## **3 ASIC Regulation and Supervision**

- 3.1 Taxicare Australia is regulated by the Australian Securities and Investments Commission (ASIC) and is subject to its supervision, the conditions of its Australian Financial Services (AFS) licence and the financial services laws in relation to the provision of its financial services.
- 3.2 Taxicare Australia holds a licence issued by ASIC (effective 7 November 2005) authorising it to issue, advise and deal as a financial services provider of mutual risk products. To obtain this AFS licence, Taxicare Australia had to undertake an extensive assessment process and supply proofs detailing its compliance arrangements and supply financial accounts to ASIC demonstrating that Taxicare Australia has sufficient financial resources.
- 3.3 One of Taxicare Australia's key licence conditions is to always have assets that exceed its liabilities which means that Taxicare Australia is required to lodge its annual audited accounts with ASIC and to report to ASIC if at any time it is unable to meet its ongoing licence conditions. Because Taxicare Australia is an AFS licensee with a retail client base the financial services laws require it to supply its members with certain disclosure documents. This PDS is one of those documents.

## **4 Board Composition**

- 4.1 Taxicare Australia's board represents the members, who are members of the taxi industry. As at the date of preparation of this PDS, the directors themselves are a part of the industry, with a thorough understanding of the problems and risks faced by members and so are likely to be supportive in a way that is different to people from outside the industry.
- 4.2 The constitution and rules of Taxicare Australia require the majority of the directors to be members of Taxicare Australia and that at least 2 directors have the level of skill and expertise required by ASIC for responsible officers of Taxicare Australia.
- 4.3 The directors may appoint a non-executive director who is not a member of Taxicare Australia.

## 5 Constitution

- 5.1 Taxicare Australia's constitution sets out the objectives of Taxicare Australia, its rules of operation as a company limited by guarantee (including in the event of winding up), eligibility of members, election of directors and conduct of general and extraordinary meetings of members. Under the constitution provisions the board is empowered to publish rules governing the day-to-day management and operation of Taxicare Australia.
- 5.2 A copy of the constitution of Taxicare Australia is available to those applying for membership by contacting Taxicare Australia. You should read and consider the constitution before applying for membership of Taxicare Australia.

## 6 Rules

- 6.1 The rules are established and approved by the board of directors.
- 6.2 The rules set out the way that Taxicare Australia's business is to be managed on a day-to-day basis. Set out below is a summary of the key matters that may be the subject of rules applying to the mutual risk covers:
- 6.2.1 Nature of Covers
  - 6.2.2 Applying for membership
  - 6.2.3 Entering membership and membership periods
  - 6.2.4 Contributions
  - 6.2.5 Risks protected and covers offered
  - 6.2.6 Exclusions and limitations
  - 6.2.7 Limits of covers and excesses
  - 6.2.8 Insurance for members
  - 6.2.9 Claims
  - 6.2.10 Financial management
  - 6.2.11 Reserving
  - 6.2.12 Investment of funds
  - 6.2.13 Subrogation
  - 6.2.14 Disputes.

## 7 Membership

### General

- 7.1 You must be a member of Taxicare Australia to be eligible for cover from Taxicare Australia.
- 7.2 Membership of Taxicare Australia is at the discretion of the board of directors of Taxicare Australia. When considering an application for membership, the board will apply board approved guidelines for membership and will use its experience in establishing and managing the Taxicare Australia mutual to develop ongoing guidelines appropriate to Taxicare Australia members.

### How to apply for memberships and cover

- 7.3 There are five steps to joining Taxicare Australia for the first time.
- Step One:** Read the information contained in this PDS. Call us on the numbers set out in this PDS if you have any questions.
- Step Two:** Apply for membership and covers by completing the application form. An application form is available on request to Taxicare Australia. The application form will include a proposal for third party property damage insurance and, if applicable, public liability insurance (mandatory for QLD and SA members and optional in NSW and VIC).
- Step Three:** If your application for membership is successful and your insurance proposal is accepted, we will give you your certificate of insurance and membership invoice confirming the details of your cover.
- Step Four:** You will receive your certificate of insurance for the third party property damage insurance and public liability insurance if applicable.

### **Disclosing correct information before membership is granted**

- 7.4 When you apply for membership of Taxicare Australia you will be asked to provide information relevant to your eligibility for membership. The answers you provide will be used to assess your application for membership. If the information you provide to Taxicare Australia is to your knowledge incorrect then the board may refuse to approve your membership and may refuse to pay your claim.
- 7.5 As a member, when you apply for cover, you will be asked to complete an application/declaration form to provide answers to questions that are relevant to the cover you are seeking and to the rating of the contribution you will be asked to make for the selected cover. The information you provide will be used by the board to consider whether or not to accept your application for cover and to assess your level of contribution.

### **Certificate of Insurance and Membership Invoice**

- 7.6 If your application to join Taxicare Australia is accepted and your membership is granted, you will receive a certificate of insurance and membership invoice. Your certificate of insurance and membership invoice will record your selected covers, the limits that apply to the covers, any excess that applies, your membership number (taxi registration number) and other important matters about your covers such as the date on which the covers start and expire and, if applicable, that we have arranged insurance for you.
- 7.7 When you receive your certificate of insurance and membership invoice please check the details carefully and notify us immediately if there are any changes needed.
- 7.8 You must quote your membership number (taxi registration number) on all your correspondence and in all your contacts with us.

### **Changing membership details**

- 7.9 If your personal details such as your mailing address, telephone number or other contact details change during your membership year you need to tell us so that information can be sent to the correct address. If you forget to inform us of these details you may miss your membership renewal date or not receive other important information about your membership or your cover.

### **Cancellation and renewal of membership or cover**

- 7.10 You can cancel your membership at any time during the year by giving written notice to Taxicare Australia. If you do we will refund your contribution (including any insurance premium) on a pro-rata basis, less an administration fee of 10%. The board will always approve cancellations in respect of individual cover where assets, such as vehicles, have been disposed of.
- 7.11 Taxicare Australia may at its discretion cancel your membership and remove you from the register of members if you are no longer considered suitable for membership of the company by a majority of the directors.
- 7.12 You are a financial member of Taxicare Australia for a specified period (usually 1 year). You have cover for a specified period. The period of financial membership and cover will be set out on your certificate of insurance and membership invoice.
- 7.13 On or before the last day of your membership period, you can apply to renew your membership and acquire additional covers for the next cover period. The renewal of your membership and cover is at the discretion of the board of Taxicare Australia. One month before the expiry date, we will send you a notice of our intention that indicates whether we will offer renewal and the terms and conditions of that offer.
- 7.14 If renewal of membership and cover is granted, we will send you a new certificate of insurance and membership invoice. When you pay your renewal contribution you will be entitled to protection from Taxicare Australia under the renewal cover. Your new certificate of insurance and membership invoice will also include information about any insurance we have arranged for you.

### **Changing business circumstances**

- 7.15 When you apply for membership and cover you are asked a series of questions in your application. The answers you give are relevant to whether or not the board of Taxicare Australia accepts your application for membership and cover. Factors that are taken into account when calculating the cost of your contribution for your covers are set out in this PDS.
- 7.16 You need to tell us when changes happen that may require changes to your cover or increase the risks that are relevant to your cover. In particular you need to tell us if any of the answers provided by you in your application form are no longer correct. If you do not provide this information the board may refuse your claim for cover. Alterations to the cover you have selected, such as changing a motor vehicle ownership/registration including replacing a motor vehicle if we declare a vehicle to be a total loss, will be acknowledged by Taxicare Australia sending you an endorsement to your certificate of insurance and membership invoice or a new certificate of insurance and membership invoice.

- 7.17 Any changes required to your cover to take into account your changed circumstances or risks during the 12 months when that cover is active will be at the discretion of the board. The board at its discretion may issue you with a new certificate of insurance and membership invoice or it may endorse your existing certificate of insurance and membership invoice with the new details. The board may determine that extra contributions are required from you before the changes to your cover start.
- 7.18 Once you are a member of Taxicare Australia you may apply to the board at any time if you wish to include extra business risks acquired since becoming a member, for example, when you buy a new car. To apply for additional protection, simply contact us with the details for consideration. If your application is successful, the new covers may run for 12 months with the cover year for that cover commencing from the date when your application was successful. Alternatively, it may run to the common renewal date for your existing covers. This is at the discretion of the board.

## **8 The Covers**

### **Type of cover**

- 8.1 Taxicare Australia can provide members with protection for taxi business risks and the costs associated with those risks. Taxicare Australia refers to the benefits it offers as 'covers' in this PDS. The covers are not insurance.
- 8.2 The terms and conditions, exclusions and rating factors relevant to calculating the cost of contribution for cover are all set out in this PDS.
- 8.3 The board of directors of Taxicare Australia has a discretion to accept your application for cover and to set the cost of contribution payable by you for the cover you have applied for.
- 8.4 In considering your application the board will be assisted by Taxicare Australia's trained representatives and the guidelines it has developed. The cost of cover will be calculated and approved by the board.
- 8.5 Your certificate of insurance and membership invoice which includes a schedule of benefits will be sent to you after your application for cover has been accepted and you have paid your contribution for the cover. Once the board accepts your application for cover, your cover will be valid for 12 months and you will be considered for renewal of your membership and your covers on the anniversary of the date on which the cover started.
- 8.6 Ability to renew your cover will be subject to renewal of your membership of Taxicare Australia and will be at the discretion of the board.
- 8.7 For more information on the covers offered refer to Part 2 of this PDS. This part includes details of what is and what is not protected by Taxicare Australia, and the limits of the covers.
- 8.8 For more information on payment of contributions to Taxicare Australia refer to Section 9 of this part of the PDS.

### **Scope of the Covers**

- 8.9 A summary of the covers available from Taxicare Australia is:
- 8.9.1 Motor vehicle: cover for accidental loss and damage including fire and theft and liability for property damage caused by the use of your vehicle.
  - 8.9.2 Towing benefits.
  - 8.9.3 Demurrage benefits.
  - 8.9.4 Taxicare Australia may not accept applications for membership and covers in some States and Territories.

### **Limits of the Covers**

- 8.10 There are limits that apply to the covers provided by Taxicare Australia. The limits of cover are:
- 8.10.1 Loss or damage to your motor vehicle: market value.
  - 8.10.2 Third party liability protection: \$5,000.  
This means that where damage to third party property exceeds \$5,000, our underwriter will assume the liability and your claim will be handled through their office.
- 8.11 These limits include any excess that you have to pay to Taxicare Australia.
- 8.12 Other limits may apply to any insurance we arrange for you. The limits that apply to your insurance will be set out in the certificate of insurance issued by the insurer.

### **Insurance**

- 8.13 For those members covered by Taxicare Australia for motor vehicle (accidental loss or damage and third party liability for property damage), Taxicare will also arrange third party liability motor vehicle insurance through an APRA authorised insurer (APRA insurer) for loss and damage over the limits of cover provided by Taxicare Australia.

- 8.14 Taxicare Australia will also arrange on request public liability insurance for NSW, Victoria, South Australia and Queensland members. Taxicare Australia can only arrange the insurance if the member's application for cover is accepted by the underwriter.
- 8.15 The cost of this insurance will be included in your contribution payable to Taxicare Australia. The cost of the insurance will be held in trust by Taxicare Australia (or its appointed insurance broker) until it is remitted to the APRA insurer in accordance with the arrangements in place between the APRA insurer and Taxicare Australia.
- 8.16 The table below sets out the insurance cover available to members through Taxicare Australia. The insurance for motor vehicle third party property damage is only in excess of the cover provided by Taxicare Australia to the member for that risk. That is, the insurance will only cover your claim for an amount payable to the third party that exceeds \$5,000.

	<b>New South Wales</b>	<b>Victoria</b>	<b>South Australia</b>	<b>Queensland</b>
<b>Motor Vehicle Third Party Property Damage</b>	Limit of Indemnity \$30,000,000	Limit of Indemnity \$30,000,000	Limit of Indemnity \$30,000,000	Limit of Indemnity \$30,000,000
<b>Public Liability</b>	Limit of Indemnity \$10,000,000  Optional cover in NSW	Limit of Indemnity \$10,000,000  Optional cover in VIC	Limit of Indemnity \$10,000,000  Mandatory in SA	Limit of Indemnity \$10,000,000  Mandatory in QLD

- 8.17 A copy of the Product Disclosure Statement for the insurance policies are available on request from Taxicare Australia or Arcuri & Associates Pty Limited, Taxicare Australia's appointed insurance broker.
- 8.18 Cover under the insurance policies is subject to the terms and conditions that apply to those policies, including any excesses.

## **9 Contributions**

### **Assessing contributions**

- 9.1 You will be offered membership and cover according to the business risks of your business. If your application for cover is successful you will be required to pay a contribution for the covers. Details of your contribution will be shown on your membership invoice.
- 9.2 The invoice will also show any government taxes payable by you such as GST. The total amount of your contributions plus any taxes will be referred to as 'your contribution' in this PDS.
- 9.3 Your contribution becomes due and payable at the time your cover commences. The amount of your contribution reflects the nature of the risks and will vary according to your specific needs. Taxicare Australia will consider a range of factors when determining your contribution for your selected covers.
- 9.4 These factors include:
- 9.4.1 your location;
  - 9.4.2 your vehicle's age and condition;
  - 9.4.3 your previous claims history and driving record;
  - 9.4.4 the size of your fleet;
  - 9.4.5 your general risk profile;
  - 9.4.6 the maximum amount payable for that cover;
  - 9.4.7 the answers you provide in your application form; and
  - 9.4.8 the structural financial model referred to in section 12.2 below.
- 9.5 Built into the cost of covers is a portion that Taxicare Australia will set aside to meet its future liabilities. The cost of any insurance arranged for a member through the APRA insurer is also included in the member's contribution.
- 9.6 Because Taxicare Australia is a not-for-profit organisation a profit factor is not built into your contribution. Any surpluses will be applied in accordance with Taxicare Australia's constitution and rules.

### **Paying contributions**

- 9.7 Your annual membership contribution and your period of membership will be set out in your membership invoice. Your schedule of benefits will tell you how much you have to pay for your contribution, and when it has to be paid by. You must pay by the due date.
- 9.8 If you pay after the due date, we can reject your payment. This means that you will not be a member and you will not have any cover with Taxicare Australia. In the case of a renewal, your membership and cover will not be renewed. If we accept your late payment, we can commence your membership and cover from the date of payment. If so, you will have no cover for the period from the due date until the date of

payment. Unless we tell you otherwise, any payment reminder we send you does not change the date of expiry of your cover or due date for payment.

- 9.9 If you do not pay your contribution and other charges in full, we may reduce the period of cover so it is in line with the amount you paid. This means that you may not have protection under the covers for a full year.
- 9.10 Taxicare Australia can arrange finance for your contribution including the cost of any insurance Taxicare Australia arranges for you.

## 10 Claims

### Right to claim

- 10.1 As a member of Taxicare Australia you will have a right to have your claim for protection under the covers considered by the board of directors of Taxicare Australia. The payment of all claims is at the discretion of the board. Our trained representatives will manage claims on behalf of Taxicare Australia and will make recommendations to the board on whether or not to accept a claim and the amount to be paid for each claim. However, the ultimate decision is at the discretion of the board.
- 10.2 The board's discretion to refuse or reduce the amount to be paid for a claim will only be exercised in circumstances where the board believes that the members of Taxicare Australia would expect it to do so. The board also has power to pay claims that are specifically excluded under the covers, if the board believes the circumstances warrant payment of a claim.
- 10.3 The exercise of the board's discretion will be based on, among other things, the terms and conditions of the covers, as described in Part 2 of this PDS.
- 10.4 The information detailed below will help you understand what Taxicare Australia will do to get you back on the road as quickly as possible.

### Making a claim

- 10.5 If an incident occurs which may give rise to a claim you must:
- 10.5.1 Notify the police immediately if your vehicle or any of your property is stolen, or maliciously or intentionally damaged. Ask for a copy of the Police report if one is available in your State.
  - 10.5.2 Take all reasonable steps to protect or safeguard your vehicle from further loss, damage or theft.
  - 10.5.3 Tell us as soon as possible, but within **48 hours** of the incident. Telephone us in VIC on 03 9350 7099 or in NSW on 02 9313 4433 or visit our local office in your State and provide full and honest details of any incident, regardless of fault. This includes incidents with no visible damage to your vehicle. You will be provided with a claim form to complete in relation to the claim.
  - 10.5.4 If your vehicle cannot be safely driven our towing service will transport your vehicle to the Taxicare Australia approved repairer nearest to you. We will arrange towing.
  - 10.5.5 Provide to us full details in writing as **soon as possible** after the happening of any accident or occurrence which may become the subject of a claim under this cover.
  - 10.5.6 Send to us **immediately** any correspondence from other parties, including any notice of impending prosecution or details of any inquest or official inquiry.
- 10.6 If you do not comply with the requirements set out in 10.5 above, we may not provide you with any protection. This means we may not pay your claim.

### What you must NOT do

- 10.7 In the event of an incident that may give rise to a claim, you must **NOT**:
- 10.7.1 make any admissions, offers, payments or promises;
  - 10.7.2 settle any claims without our prior knowledge and written consent;
  - 10.7.3 incur any costs or expenses without our prior knowledge and consent;
  - 10.7.4 authorise repairs to your vehicle without our prior knowledge and consent. However, you may authorise:
    - (a) the fitting of an identical replacement windscreen or window glass;
    - (b) repairs up to \$500 (over and above any applicable excesses) if you are more than 200 kilometres from the normal address you park your vehicle at night and the repairs are necessary to enable you to continue your journey.

## What we may do

10.8 We may take over and conduct the defence or settlement of any claim or issue legal proceedings for damages. If we do this we will do it in your name. We have full discretion in the conduct of any legal proceedings and in the settlement of any claim.

## Giving assistance in the handling of a claim

10.9 During the course of the claim, you will need to supply us with information we require to investigate, settle or defend the claim. You also need to co-operate with us fully in any action we take if we have a right to recover any money payable under this cover from any other person.

10.10 Notify us of any other insurance covering the same loss, damage or liability.

10.11 You must give us the information and assistance reasonably requested in order to evaluate and assess the extent and value of any claim. You must do this even if we have paid your claim because we may try to recover our payment to you from the responsible person or we may want to defend a claim made against you. This may include:

10.11.1 providing us with details by completing a claim form;

10.11.2 providing evidence of ownership, written statements;

10.11.3 undergoing an interview/s about the circumstances of the claim;

10.11.4 supplying copies of running sheets for proof of loss of income claims; and

10.11.5 appearing in court and giving evidence.

10.11.6 collecting from the appropriate authorities, information regarding any third party details not collected from the scene of the accident.

## Total loss

10.12 If we decide to repair or reinstate your vehicle and the cost of parts plus the cost of the repairs exceeds the market value, we may declare the vehicle a total loss. If we declare your vehicle to be a total loss, the cover for the vehicle comes to an end.

## Excesses

10.13 Taxicare Australia does not protect members for any excess which is the amount you must contribute to any claim you make under the covers. The amount of any excesses that apply to your covers will be set out in your certificate of insurance and membership invoice.

10.14 Depending on the age or experience of the driver, you may have to contribute more than one excess.

10.15 The types of excesses are:

<p><b>Standard: at fault</b></p>	<p>This is the basic excess you must contribute towards each claim if the accident or the event was your fault.</p> <p>Excess is as follows:</p> <table style="margin-left: auto; margin-right: auto;"> <tr> <td>Excess in NSW is \$1,000</td> <td>Excess in SA is \$1,000</td> </tr> <tr> <td>Excess in VIC is \$1,500</td> <td>Excess in QLD is \$1,500</td> </tr> </table> <p><i>or any other amount shown on your certificate of insurance and membership invoice</i></p>	Excess in NSW is \$1,000	Excess in SA is \$1,000	Excess in VIC is \$1,500	Excess in QLD is \$1,500
Excess in NSW is \$1,000	Excess in SA is \$1,000				
Excess in VIC is \$1,500	Excess in QLD is \$1,500				
<p><b>Standard: not at fault, no recovery</b></p>	<p>This is the basic excess you must contribute towards each claim if the accident or the event was not your fault and Taxicare Australia cannot recover the amount due from a third party.</p> <p>Excess is as follows:</p> <table style="margin-left: auto; margin-right: auto;"> <tr> <td>Excess in NSW is \$1,000</td> <td>Excess in SA is \$1,000</td> </tr> <tr> <td>Excess in VIC is \$1,500</td> <td>Excess in QLD is \$1,500</td> </tr> </table> <p><i>or any other amount shown on your certificate of insurance and membership invoice</i></p>	Excess in NSW is \$1,000	Excess in SA is \$1,000	Excess in VIC is \$1,500	Excess in QLD is \$1,500
Excess in NSW is \$1,000	Excess in SA is \$1,000				
Excess in VIC is \$1,500	Excess in QLD is \$1,500				
<p><b>Age</b></p>	<p>This excess is additional to the standard at fault excess if your car was being driven by a licenced taxi driver under 25 years of age as specified on your most recent certificate of insurance and membership invoice.</p> <p>Excess in NSW, VIC, SA and QLD is \$500</p> <p><i>or any higher amount shown on your certificate of insurance and membership invoice.</i></p>				
<p><b>Inexperienced Driver</b></p>	<p>This excess is additional to the standard at fault excess if your car was being driven by a licenced taxi driver to whom an age excess does not apply, but who has held their taxi driver's licence for a period less than two years.</p> <p>Excess in NSW, VIC, SA and QLD is \$500</p> <p><i>or any higher amount shown on your certificate of insurance and membership invoice.</i></p>				

- 10.16 If the only damage to your vehicle is a broken windscreen or window glass caused by storm or hail damage, you will not have to pay an age or inexperienced driver excess in addition to the standard excess.
- 10.17 Even if the accident or event was not your fault, an excess will apply in the following circumstances:
- 10.17.1 your car was stolen;
  - 10.17.2 your car was damaged while it was parked;
  - 10.17.3 your car was damaged by an animal or the elements;
  - 10.17.4 your claim is for a broken windscreen;
  - 10.17.5 you cannot give us the full name and address of the person who was at fault;
  - 10.17.6 you cannot give us the registration number of the other vehicle;
  - 10.17.7 if there should be a conflict of versions; or
  - 10.17.8 if the responsible third party has no insurance cover.
- 10.18 In all other circumstances, if you can establish that the loss, liability or damage was not your fault and we can recover the amount of any loss including applicable excesses from the third party, an excess will not apply.
- 10.19 Where the driver of the other vehicle disputes who was at fault, you must pay any excess which applies but we will refund that amount if we can successfully recover your loss.

### **Reasons claims may not be paid**

- 10.20 Aside from the terms and conditions of the covers, the board may decide not to pay a claim if you are in breach of Taxicare Australia's PDS rules or you provide false information to Taxicare Australia about a material matter. The board may also decide to refuse to pay, or to reduce the amount it will pay for a claim if:
- 10.21 it is in any way fraudulent; or
  - 10.22 any fraudulent means or devices are used by you or anyone acting on your behalf to obtain any benefits under this cover.
  - 10.23 The rules set out matters or circumstances that may put your claim for protection under the covers at risk.
  - 10.24 If the board exercises its discretion not to pay your claim or to pay only part of your claim, we will tell you as soon as possible.
  - 10.25 If the board exercises its discretion not to pay your claim or Taxicare Australia is for any reason unable to pay your claim or provide you with any cover, you will be at risk for the amount of the loss or damage to your motor vehicle or third party liability under the covers provided by Taxicare Australia.

## **11 Disputes resolution**

### **Internal Disputes Resolution (IDR)**

- 11.1 If you have a concern or complaint about our services, you should contact us by telephoning 03 9350 7099 (VIC) or 02 9313 4433 (NSW) or in writing to the postal address set out in this PDS, or by email to [melbourne@taxicare.com.au](mailto:melbourne@taxicare.com.au)
- 11.2 Your concern will be dealt with promptly and fairly. If the matter is not resolved to your satisfaction within two working days, it will be referred to our Complaints Manager who will review your complaint and respond within five working days.
- 11.3 If you are not satisfied with the Complaints Manager's decision, you can request that the complaint be referred to the board of directors. The board will assess the complaint and instruct the Complaints Manager to implement any decision it makes to resolve the complaint satisfactorily. The board's assessment will be guided by the financial services laws and it will do all things necessary to ensure that the services are provided efficiently, honestly and fairly.
- 11.4 If you are still dissatisfied with our decision, you can undertake to have the matter resolved externally.

### **External Disputes Resolution (EDR)**

- 11.5 You can raise complaints about our services directly with Financial Ombudsman Service Limited (FOS). The FOS is approved by ASIC as an external dispute service. Taxicare Australia is a member of FOS.
- 11.6 There is no cost to you to take any dispute to the FOS. The decision of the FOS is not binding on you. You may decide not to accept the decision and take your own action against Taxicare Australia.
- 11.7 You can contact the FOS and speak to one of its officers by telephoning 1300 780 808. Alternatively, you can download information about complaints from the FOS's website at [www.fos.org.au](http://www.fos.org.au) and submit a written complaint form to the Financial Ombudsman Service Limited, GPO Box 3, Melbourne, VIC 3001.

## **12 Estimating future liabilities or future payments to members and setting aside funds**

- 12.1 When Taxicare Australia applied for its AFS licence it lodged with ASIC a set of financial projections detailing the likely income from contributions, claims costs, operational expenses and investments. These financial projections were in accordance with ASIC's financial requirements for AFS licensees.
- 12.2 Taxicare Australia has developed a structured financial model which it will use to calculate:
- 12.2.1 income to be received by Taxicare Australia from:
    - (a) contributions;
    - (b) commission or fees earned for arranging other financial products; and
    - (c) interest on investments.
  - 12.2.2 the outgoings to be paid by Taxicare Australia for:
    - (a) fixed management costs;
    - (b) the number of claims lodged each year;
    - (c) the types of claims lodged for specific risks;
    - (d) the delay in lodging claims; and
    - (e) the cost of an average claim.
- 12.3 This structured financial model is based on Taxicare Australia being a fully funded mutual which sets aside funds each financial year to be used to pay future claims that may be made by members.

## **13 Privacy and confidentiality**

### **General**

- 13.1 Taxicare Australia is committed to ensuring your privacy and understands your concerns regarding the confidentiality and security of personal information you provide to us. Taxicare Australia's privacy policy complies with the Privacy Act 1988 and is based on the ten National Privacy Principles set out in Schedule 3 of the Act.
- 13.2 The personal information you provide is relevant to your application for membership and covers, as well as to the amount of your contribution or the assessment of any claims made by you or your personal representative. In the absence of correct information we may be unable to decide whether to protect you, the amount of your contribution or to assess a claim.
- 13.3 If you do not give us the information that we request the board may be unable to assess your application for membership or covers and it may not be able to consider any claim for cover made by you.

### **Collection, use and disclosure of information**

- 13.4 We collect and use your personal information in order to provide you with financial products and services. The information we may collect includes:
- 13.4.1 your name, business address, ABN, home address, phone numbers, fax numbers, e-mail addresses;
  - 13.4.2 your date of birth, drivers licence number, authority/DC number, years of ownership, driving experience years;
  - 13.4.3 your taxi vehicle details: registration number, date 1st registered, make and year of car, model, engine number, purchase price, company and radio number of taxi, current kilometres, financing arrangements;
  - 13.4.4 information such as renewal dates, current premiums and details of previous claims history; and
  - 13.4.5 details of drivers may be needed to calculate the cost of your contribution and assess claims.
- 13.5 The information collected will help us to:
- 13.5.1 provide you with information on eligibility for membership of Taxicare Australia;
  - 13.5.2 provide quotes for your application for cover;
  - 13.5.3 determine the cost of your contribution;
  - 13.5.4 provide an efficient claims management service;
  - 13.5.5 assess and pay any claim for protection made by you or your personal representative; and
  - 13.5.6 ensure Taxicare Australia databases are accurate.
- 13.6 By providing Taxicare Australia with your personal information you consent to its use for these purposes.

13.7 If you provide personal information about another person to Taxicare Australia or one of the organisations assisting it, you must have that person's authorisation to provide their information and you must inform that person of Taxicare Australia's identity, how it will use and disclose the information and that person's rights to access that information. The information collected will be provided to organisations that will assist in deciding whether to protect you, the amount of your contribution or to assess a claim. We will ensure that these organisations have appropriate privacy procedures. These organisations include:

- 13.7.1 insurers;
- 13.7.2 lawyers;
- 13.7.3 assessors;
- 13.7.4 repairers;
- 13.7.5 advisers;
- 13.7.6 loss adjustors;
- 13.7.7 brokers; and
- 13.7.8 accountants.

#### **Access and correction**

13.8 We will take reasonable steps to make sure that the personal information we collect, use or disclose is accurate, complete and up to date. Members can access their personal information that we hold. There will be no charge to do this.

#### **Privacy concerns or complaints**

13.9 Our internal complaints procedure is designed so that we may formally attend to any complaint where you believe your personal information may have been incorrectly used or disclosed.

#### **Further information**

13.10 If you would like to obtain further information about our privacy policy or complaints procedure you can contact us at Head Office on 03 9350 7099 or by visiting our website at [www.taxicare.com.au](http://www.taxicare.com.au)

### **14 General**

14.1 The protection offered by Taxicare Australia is subject to the constitution and rules of Taxicare Australia and to the terms, conditions and limits of the covers and payment of any excesses as set out in this PDS and specified in the certificate of insurance and membership invoice sent to you at the commencement or renewal of your cover.

14.2 Payment of claims for cover is always at the discretion of the board of directors.

### **15 Contact us**

15.1 If you have any further questions about the financial services Taxicare Australia provides, please contact us.

#### **Taxi Care Club Limited**

**Victoria** (Head Office)  
29 Dawson Street  
Coburg North, VIC 3058  
Telephone: 03 9350 7099  
Facsimile: 03 9350 7100

**New South Wales**  
698 -700 Botany Road  
Mascot, NSW 2020  
Telephone: 02 9313 4433  
Facsimile: 02 9313 4833

Email: [melbourne@taxicare.com.au](mailto:melbourne@taxicare.com.au)

Website: [www.taxicare.com.au](http://www.taxicare.com.au)

# PART 2: TERMS AND CONDITIONS OF THE COVERS

## BACKGROUND

This Part of the Taxicare Australia PDS sets out the terms and conditions of the covers. Protection under the covers is at the discretion of the board and subject to the constitution and rules of Taxicare Australia.

Information in the PDS may be subject to change from time to time. Where the change is not materially adverse, you will be able to find out the new information by phoning our local office in your State office or by visiting the Taxicare Australia website at [www.taxicare.com.au](http://www.taxicare.com.au). A paper copy of any updated information will be given to you on request. If it becomes necessary, we will issue a supplementary or replacement PDS.

## 16 Motor Vehicle

### Words with special meanings: All covers

Some key words and terms used in this PDS have a special meaning. These apply to parts A and B. Wherever the following words or terms are used in the PDS, they have the meaning set out below:

Word or Term	Meaning
Gross combination mass	The maximum allowed weight of your truck and trailer combination including the goods carried by that combination.
Gross mass	The maximum allowed weight of your vehicle and the goods it can carry.
Limit of cover	The maximum we will pay under the covers provided by Taxicare Australia. The limits are set out in Section 8.11 of Part 1 of this PDS and will be shown on your certificate of insurance and membership invoice.
Period of cover	The period shown in your certificate of insurance and membership invoice.
We	Taxicare Australia.
You or your	The person(s), companies or firms named on the current certificate of insurance and membership invoice as the member.
Your vehicle	The vehicle described on your certificate of insurance and membership invoice.

## 17 Accidental loss or damage

### What you are covered against

- 17.1 We may cover you against theft, attempted theft, or accidental loss or damage to the following, occurring during the period of cover:
- 17.1.1 your vehicle;
  - 17.1.2 original manufacturer's standard accessories, standard tools, standard appliances or standard options including built in radio receiver, CD and/or cassette player, air-conditioning, or any gate, chain, strap and tarpaulin attached to or within your vehicle; and
  - 17.1.3 any additional equipment or accessories, provided we have been told about them and we have agreed to cover them.

### What you are not covered against

- 17.2 We will not pay for theft of any gate, chain, strap or tarpaulin unless they are lost as a result of the theft of your vehicle.

## 18 The amount we may pay

### Our option

- 18.1 We will, at our option:
- 18.1.1 Repair;
  - 18.1.2 Reinstate; or
  - 18.1.3 pay you either the amount of the loss of or damage to your vehicle and items referred to in Section 17.1.2 and 17.1.3 above under 'What you are covered against' at the time of the loss or damage or the market value at the time of the loss or damage. We will pay whichever is the lesser amount.
- 18.2 If it is necessary to repair your vehicle to a better condition than it was in before the loss or damage, then we may ask you to contribute the additional amount to repair it to the better condition.

### Salvage

- 18.3 If your vehicle is declared a total loss, you must allow us, if we require, to take possession of your damaged vehicle. If we do not take possession of your damaged vehicle, you cannot abandon your responsibilities for it.

## Unavailable Parts

- 18.4 If we decide to repair or reinstate your vehicle, should any part of your vehicle become unavailable in Australia, we will not pay more than the cost of the parts plus the cost of freighting such parts by sea transport.

## 19 Third party liability

### What you are covered against

#### General

- 19.1 We may cover the amount you may be held legally liable to pay for accidental damage to property belonging to others during the period of cover caused by or arising out of:
- 19.1.1 the use of your vehicle or any trailer or caravan attached to your vehicle, whether or not it belongs to you;
  - 19.1.2 goods falling from your vehicle;
  - 19.1.3 the operation of loading and unloading your vehicle but not the collection or delivery of the load to or from your vehicle;
  - 19.1.4 any person who is driving, using or in charge of your vehicle with your permission as if they were you and provided they are not entitled to indemnity under any insurance policy or statute and provided such cover is not otherwise excluded; and
  - 19.1.5 pollution or contamination of water, land or the atmosphere.

#### Substitute vehicle

- 19.2 We may cover your legal liability to pay for accidental damage to property by a vehicle being used by you as a substitute vehicle while your vehicle is being serviced, repaired or cannot be driven.
- 19.3 We will give you this benefit only if:
- 19.3.1 one substitute vehicle is being used at any one time in place of your vehicle;
  - 19.3.2 the substitute vehicle is not already covered under any insurance policy; and
  - 19.3.3 the substitute vehicle is not owned by you.

#### Your employer's or principal's liability

- 19.4 We may cover the amount your employer, principal or partner may be held legally liable to pay for accidental damage to property (which is otherwise covered by us) while you are using your vehicle for their business as long as it is not a use that is excluded by this cover.

#### Supplementary bodily injury

- 19.5 We may cover the amount which you, or any person driving, using or in charge of your vehicle with your permission may be held legally liable to pay by way of compensation or damages (excluding aggravated, punitive, exemplary or multiple damages) for death or bodily injury to persons arising out of the use of your vehicle.
- 19.6 We do not cover legal liability for death or bodily injury to:
- 19.6.1 you or any person driving, using or in charge of your vehicle;
  - 19.6.2 an employee of yours or any person who is deemed by any law to be your employee arising out of their employment with you.
- 19.7 We do not provide cover:
- 19.7.1 if your vehicle is not registered;
  - 19.7.2 if you or any person using your vehicle:
    - (a) is wholly or partly covered under any compulsory statutory insurance scheme or accidental compensation scheme; or
    - (b) would have been entitled to be covered under any such scheme as it existed at the commencement date of the relevant period of insurance, even though there may have been a change in the law during that period of insurance; or
    - (c) would have been entitled to be covered under any such scheme if it were not for the application of any excess or deductible applying under the scheme; or
    - (d) would have been entitled to be covered under any such scheme had cover not been refused because you did not:
      - (i) register your vehicle;
      - (ii) apply for cover under the scheme;
      - (iii) comply with a term or condition of the scheme.
  - 19.7.3 while your vehicle is being loaded or unloaded.

## **Legal costs**

- 19.8 We may cover your reasonable legal costs and expenses in defending or settling claims if you have our agreement in writing. Any amount we pay is in addition to the amount payable under Sections 19.1, 19.2, 19.4, 19.5 and 19.6 above.

## **The maximum amount we pay**

- 19.9 The maximum amount we will pay under Section 19 of this part of the PDS for is \$5,000.

## **20 Towage Cover**

- 20.1 We may pay to tow your vehicle from the scene of an accident to a place of safety or the nearest repairer or our chosen repairer. The loss or damage must be covered under the terms of the cover provided by us to you. We must authorise the towing.
- 20.2 We will not pay more than any maximum rate per kilometre for towing set down by us from time to time.

## **21 Demurrage Assistance Cover**

- 21.1 We may assist you to recover income lost by you arising from loss or damage to your vehicle covered under the terms of the cover provided by us to you. The assistance we provide may include the instruction and payment of recovery agents or lawyers. If we decide to provide this assistance, we will agree with you the terms on which the assistance will be provided.
- 21.2 The limit of cover for demurrage assistance cover is entirely at the discretion of the board. However, we may set maximum levels of cover from time to time.

## **22 When you are not covered**

### **General exclusions**

- 22.1 This cover excludes loss, damage, destruction, death, injury, illness, liability, cost or expense of any nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any of the following, regardless of any other cause or event contributing concurrently or in any other sequence to the loss:
- 22.1.1 War, invasion, acts of foreign enemies, hostilities or war-like 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
  - 22.1.2 Any act(s) of Terrorism.
  - 22.1.3 For the purpose of this exclusion, an act of terrorism includes any fact, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public or any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:
    - (a) involves violence against one or more persons; or
    - (b) involves damage to property; or
    - (c) endangers life other than that of the person committing the action; or
    - (d) creates a risk to health or safety of the public or a section of the public; or
    - (e) is designed to interfere with or disrupt an electronic system.
  - 22.1.4 Radioactivity or the use, existence or escape of any nuclear fuel, nuclear material, or nuclear waste or action of nuclear fission or fusion.
- 22.2 This cover also excludes any loss, destruction, damage, death, injury, illness, liability, cost or expense of any nature directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any action taken in controlling, preventing, suppressing, retaliating against, or responding to or in any way relating to 22.1.1, 22.1.2 or 22.1.3 above.

### **Other exclusions**

- 22.3 This cover does not protect:
- 22.3.1 damage to your vehicle's tyres caused by application of brakes, road punctures, cuts or bursting, unless caused as a result of an incident covered under this cover or by people acting maliciously;
  - 22.3.2 loss of or damage to your vehicle due to depreciation, wear, tear, rust or corrosion;
  - 22.3.3 loss of or damage to your vehicle or any resultant mechanical damage:
    - (a) due to failure or breakdown of a structural, electrical, mechanical or electronic nature; or
    - (b) to any part of your vehicle due to faulty design or workmanship; or

- (c) due to you driving the vehicle after a collision, unless you could not reasonably be expected to see that driving the vehicle after an accident could cause such additional damage.
- 22.3.4 However, we will cover damage directly caused by a collision or fire, to your vehicle, resulting from such failure, as mentioned under 22.3.3(a) or 22.3.3(b) above;
- 22.3.5 loss of or damage to your vehicle or liability when endeavouring to evade police apprehension by you or any of your partners or directors;
- 22.3.6 any additional costs, such as but not limited to, hire care costs (other than those covered elsewhere in this cover), because you cannot use your vehicle even though your vehicle may not be available following loss or damage covered under this cover;
- 22.3.7 loss of or damage to your vehicle or liability resulting from theft by you, your partners or directors, or your employees;
- 22.3.8 loss of or damage or liability resulting from an intentional act by you or anyone acting with your consent;
- 22.3.9 theft of your vehicle resulting from it being test driven for sale and you or an employee of yours did not accompany the prospective purchaser;
- 22.3.10 loss of or damage to your vehicle if reasonable steps to protect or safeguard your vehicle have not been taken;
- 22.3.11 any liability or obligation assumed by you under any contract, agreement or warranty which would not have otherwise arisen or been implied by law;
- 22.3.12 loss of or damage to your vehicle or liability if your vehicle is used in an unsafe or unroadworthy condition unless such condition could not reasonably be detected by you. This exclusion will not apply if you prove that the loss, damage or liability was not caused or contributed to by such unsafe or unroadworthy condition;
- 22.3.13 loss of or damage to your vehicle or liability if your vehicle is being driven by:
  - (a) you or by any person with your consent who is not licensed under any relevant law to drive such a vehicle; or
  - (b) anyone whose faculties are impaired by any drug or intoxicating liquor or by any person who is convicted of driving at the time of the accident as being under the influence of intoxicating liquor; or
  - (c) anyone whose blood alcohol reading exceeds the legal limit (subject to any laws to the contrary); or
  - (d) anyone who, following an accident, 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 in which the accident occurred.
- 22.3.14 loss of or damage to your vehicle or liability whilst your vehicle is being used in any experiment or type of test or in preparation for or involved in racing, speed testing, reliability trial, pace making, hill climbing, trial or demonstration other than for resale purposes on public roads;
- 22.3.15 loss of or damage to your vehicle or liability if you:
  - (a) carry or tow a load; or
  - (b) carry a number of passengers,
 in excess of that for which your vehicle was designed. However we will cover you if you prove that the loss, damage or liability was not caused by or contributed to by any such greater load or number of passengers;
- 22.3.16 your vehicle if it has been legally seized or repossessed;
- 22.3.17 aggravated, punitive, exemplary or multiple damages;
- 22.3.18 any vehicle running on rails or which is not designed to run solely on solid ground;
- 22.3.19 your liability or any resultant damage, in respect of loss or damage to any underground sewers, water pipes, gas pipes, electric wire cables or their supports including any transmission cables and their supports or any other underground pipes or cables or their supports if such damage is caused by your vehicle which is involved at the time in any digging or excavating;
- 22.3.20 your liability for damage to any land, buildings or other fixed property arising directly or indirectly from the removal, weakening or interference with any support or supports of such land, buildings or other fixed property, if such damage is caused by your vehicle which is involved at the time in any digging or excavating;
- 22.3.21 loss of or damage to any concrete agitator, barrel, bowl or pump and/or its fittings caused by, or arising from the hardening or setting of concrete, unless as a result of a collision the emptying of these items becomes impossible or impractical;
- 22.3.22 loss of or damage to your vehicle or liability outside Australia except where your vehicle is being transported by sea between Australian ports;

- 22.3.23 loss or damage to your vehicle or liability, if any articulated motor vehicle with a gross combination mass exceeding 123,000 kilograms covered under this cover is, at the time of an incident, being driven by or is in the charge of a person who is under 25 years of age or has less than 2 years practical experience driving articulated vehicles in the freight task being undertaken at the time of the accident;
- 22.3.24 loss of or damage to your vehicle or liability if any rigid body motor vehicle with a gross vehicle mass of 12,000 kilograms or greater is, at the time of any incident, being driven by or is in the charge of a person under 21 years of age, or the person driven or in charge of the vehicle has had less than 2 years practical experience in the freight task undertaken at the time of the incident;
- 22.3.25 loss of or damage to your vehicle or liability if your vehicle is being driven by or in the charge of any person over the age of 75 unless you have told us about them and we have noted them on the certificate;
- 22.3.26 any third party liability under Section 19 of this Part of the PDS if your vehicle or substitute vehicle is unregistered. However we will cover your liability in respect of the unregistered vehicle on a public road, if you have obtained the appropriate permit to move the unregistered vehicle;
- 22.3.27 loss of or damage to your vehicle or liability if your vehicle has a gross vehicle mass of 4,000 kilograms or greater and is at the time of an accident further than 250 kilometres radius from your home, base(s) or depot(s);
- 22.3.28 loss of or damage to your vehicle, resulting from your vehicle becoming bogged in a known floodway, watercourse or any area affected by tidal change and such loss or damage could reasonably have been foreseen;
- 22.3.29 liability arising out of the use of your registered vehicle being used as a tool, or plant forming part of your vehicle being used as a tool, operating at any work site (excluding while the vehicle is travelling, transporting or carting goods);
- 22.3.30 loss or damage to your vehicle, including any liability, resulting from use of your vehicle when let out on a dry hire basis unless we have agreed in writing to provide dry hire cover.

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Back page of booklet

## **TAXI CARE CLUB LIMITED**

**Victoria: 03 9350 7099**

**New South Wales: 02 9313 4433**

**South Australia: 08 8400 6226**

**Queensland: 07 3262 9300**

ABN 90 006 637 789 AFS Licence No 292888