

CTP DriverProtect Policy

This insurance policy provides benefits to the at-fault driver in a motor accident when they suffer certain specified injuries. The policy is issued in conjunction with your QBE CTP policy. The policy will cease if you sell or deregister your vehicle, or renew your CTP insurance with another insurer. There are some exclusions on this policy, including if the vehicle is being driven by a driver under the age of 25. Please read the policy wording carefully so that you are aware when and how you may make a claim.

Policy Wording

The Schedule to this Policy wording shows details of the insurance which are personal to the Insured.

All sections of the printed Policy and the Schedule issued by QBE and attached or intended to be attached to the printed Policy wording constitute the contract between the Insured and QBE.

Definitions

Some words expressed in this policy have a specific meaning which is given below. Each word is printed in **bold** where it appears.

“**CTP insurance**” means Compulsory Third Party insurance

“**Insured**” means the person named in the attached schedule

“**Insured Vehicle**” means the vehicle identified in the Schedule, for which **we** have provided **CTP insurance**.

“**loss**” means the total and permanent loss of the effective use of the part of the body or the faculty referred to in the List of Insured Injuries and Benefits

“**Period of Insurance**” means the period specified in the attached schedule

“**we**”, “**our**” and “**us**” means QBE Insurance (Australia) Ltd, A.B.N. 78 003 191 035

“**you**” and “**your**” means any driver of the **Insured Vehicle**.

Coverage

In the event that **you** are involved in a motor accident during the **Period of Insurance** that is **your** fault and, as a consequence of that accident, suffer an injury which results within 12 consecutive calendar months in one of the events set out in the List of Insured Injuries and Benefits then **we** will pay **you**, or **your** estate or legal representatives, the Benefit shown on the List of Insured Injuries and Benefits.

BUT we will not pay if:

- **you** are entitled to damages or compensation under any CTP or Workers Compensation scheme. However, **we** will still pay **you** if **you** are entitled to benefits under the NSW Life Time Care and Support Scheme in **your** capacity as the “at-fault” driver, or if your compensation

was paid only under s49 of the Motor Accidents Compensation Act 1999 (NSW).

- **you** were not wholly or substantially to blame for the motor accident
- the motor accident is not reported to the police within 28 days of the accident
- **you** did not hold a valid licence (or learner’s permit and were accompanied by a licensed driver at the time of the accident) to drive the vehicle
- at the time of the motor accident **you** were under the influence of alcohol or drugs (other than drugs prescribed by a licensed medical practitioner) or **your** blood alcohol content was in excess of the legal limit applicable at the time and place of the motor accident or **you** refuse to be tested for blood alcohol content
- **you** were under 25 years of age at the time of the motor accident
- **you** were involved in any unlawful activities at the time of the motor accident
- the **Insured Vehicle** was being tested or prepared or used for, racing, pace making, a reliability trial, a speed event or a hill climb
- the **Insured Vehicle** was in an unroadworthy condition, overloaded or being used for the transport of explosive or inflammable substances in excess of that allowed by law
- the **Insured Vehicle** was towing a caravan or trailer which was in an unroadworthy condition
- **you** were driving the **Insured Vehicle** without the permission (express or implied) of the **Insured**
- the motor accident resulting in injury was intentionally caused by **you** or by a person acting on **your** instructions
- the injury resulted from lawful seizure, repossession or other operation of law; invasion, war, civil war or rebellion; nuclear weapons, fuel, waste or material; acts of terrorism where such act is directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with biological, chemical, or nuclear weapons, pollution or contamination.
- the **Insured Vehicle** is, or should be registered as a goods carrying vehicle with a gross vehicle mass equal to or greater than 4.5 tonnes, primary producer vehicle, bus, taxi, private hire car, self-driven hire vehicle, motor cycle, police vehicle, ambulance, fire fighting vehicle, hearse, trade plate, tow truck, mobile crane, machinery or wheelchair.

If a Benefit is paid by **us** and **you** subsequently receive damages or compensation from any **CTP insurance** or Workers Compensation scheme for that injury, **you** are required to repay the Benefit paid by **us**.

List of Insured Injuries and Benefits

Insured Injuries	Benefit
Quadriplegia	\$300,000
Paraplegia	\$100,000
Total and permanent loss of sight in both eyes	\$ 50,000
Total and permanent loss of sight in one eye, the other eye already being blind	\$ 50,000
Amputation of one or more limbs, at a level above the wrist or ankle	\$ 50,000 in total
Death	\$ 20,000

If **you** suffer more than one of the injuries detailed in the above list, **we** will only pay for the injury with the highest benefit, provided that, if **you** die as a direct or indirect result of the accident within 12 months of the accident, the highest benefit **we** will pay is the Death benefit.

Termination of Coverage

- the **Insured** may cancel this policy at any time by giving **us** notice in writing.
- **we** may cancel this policy on any of the grounds set out in the Insurance Contracts Act 1984 and **we** will always tell the **Insured** of this in writing.
- as this policy is provided as an additional benefit to the **CTP insurance** issued by **us** without additional charge, no refund is applicable if the policy is cancelled.
- if the registration of the **Insured Vehicle** is cancelled or the **Insured Vehicle** is transferred to a new owner

at any time during the period of insurance, this cover will cease.

To make a Claim

When **you** or **your** representative make a claim **you** must:

- contact **us** as soon as practicable and be ready to provide details of the incident to **our** operator;
- if **we** require it, complete the claim form **we** may send **you**;
- return the completed claim form promptly
- supply all medical and other documentation requested by **us**
- allow licensed medical practitioners appointed by us (at our expense) to examine **you** to assess **your** claim

You must assist **us** and before **we** will pay anything under this policy, **you** must have complied with all the requirements of this Section and given **us** the information and assistance which **we** have requested.

We may deny part or all of **your** claim if **you**

- are not truthful and frank in any statement **you** make in connection with a claim, or if the claim is fraudulent or false in any respect
- do not advise **us** within 180 days of the accident which may result in a claim

If the claim is for the Death benefit, or the accident renders **you** incapable of rational decision making, these requirements shall apply to **your** estate or legal representatives.

To advise **us** of the accident, or for further details as to claims procedures, please contact us at:

QBE Insurance (Australia) Ltd
CTP Claims Department
82 Pitt Street Sydney NSW 2000

Telephone: 133 723