

EDITION 2 – NSW

CTP AT-FAULT DRIVER POLICY










Assistance, when
you're injured and
you are at fault



THIS PRODUCT IS ISSUED BY

Insurance Australia Limited ABN 11 000 016 722

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Your Compulsory Third Party At-fault Driver Policy

Your contract with us is made up of:

- 1 this Policy Wording, and
- 2 your CTP Insurance

This Policy wording sets out the terms and conditions that will apply if you make a claim on your Compulsory Third Party (CTP) At-fault Driver Cover.



Because some of the words have special meanings in this Policy, they are explained below.

bus

means a motor vehicle principally constructed to carry more than eight seated passengers including the driver.

CTP Insurance

Compulsory Third Party Personal Injury Insurance issued by us.

driver

means you or any other licensed driver driving this vehicle with your consent at the time of a motor vehicle accident.

motor vehicle

means the motor vehicle insured by your CTP Insurance, but excludes vehicles registered as a motorcycle, taxi cab, Police vehicle, ambulance, machinery, bus and self driven hire vehicle.

motor vehicle accident

means an accident involving the vehicle at a time when we are on risk under your CTP Insurance, in which you are at fault and which is solely and directly caused by your fault.

injury

usually means bodily injury solely and directly caused by a motor vehicle accident while you are driving the vehicle or an injury or injuries directly attributable to the motor vehicle accident which arise within six months of the accident.

**specified injury**

means any one of the injuries set out in the Specified Injuries and Benefits table listed on page 6.

loss

means amputation or removal and is limited to the losses listed on page 6 of this Policy.

us, we and our

is the product issuer named on the inside front cover of this Policy.

you

means the registered owner or owners of the vehicle which is named on your CTP Insurance. If more than one person is the registered owner we will treat a statement, act, omission or claim by any one of those persons as a statement, act, omission or claim by all of those persons.



If, within six months of a motor vehicle accident, you have an injury which is a specified injury we will pay you a benefit set out in the specified injuries and benefits table listed on page 6

but, no benefit is payable if:

- (i) you are entitled to any payment or damages under any Compulsary Third Party Personal Injury Insurance or Workers Compensation scheme in any state or territory of the Commonwealth of Australia
- (ii) the accident was not reported to the Police within 28 days of the date of the accident.

however,

if we pay you a benefit, and you do receive damages or compensation under a Compulsary Third Party Personal Injury Insurance or Workers Compensation scheme for injuries suffered in the same motor vehicle accident, you must immediately repay us the benefit we paid you.

extended cover

We will extend the cover given to you under this Policy to any driver of the vehicle.

The terms, conditions and exclusions set out in this booklet will apply to the driver if he or she makes a claim on this Policy.



Specified injuries and benefits

Quadriplegia.....	\$250,000.00
Paraplegia.....	\$100,000.00
Loss of, or total loss of sight in, both eyes.....	\$100,000.00
Loss of, or total loss of sight in, one eye, the other eye being blind or absent.....	\$100,000.00
Loss of both hands or both feet.....	\$50,000.00
Loss of one hand and one foot.....	\$50,000.00
Total loss of the power of speech.....	\$50,000.00
Total loss of hearing.....	\$50,000.00
Loss of one hand or one foot.....	\$50,000.00
Loss of, or total loss of sight in, one eye.....	\$50,000.00
Loss of thumb and fore finger on one hand.....	\$25,000.00

Except for total loss of hearing, sight or the power of speech 'Loss of' means amputation or removal and is limited to the losses set out in the schedule of losses in this policy.

If, as a result of a motor vehicle accident, you suffer more than one specified injury, we will not pay you for more than one injury but we will pay for the one providing the highest benefit.



We will refuse a claim if:

- 1 your vehicle was being driven by a person who was under the influence of intoxicating liquor or the percentage of alcohol in the driver's blood is in excess of the legal limit prescribed by the law applicable in the place where the motor vehicle accident occurs, or if the driver fails to provide a specimen of breath or blood as required by law in that place, or
- 2 while affected by any drug other than a drug taken in accordance with the advice of or administered by a medical practitioner, or
- 3 your vehicle was being driven by a person who was not licensed to drive it
Except we will not refuse a claim if a car driver holding a learner's permit was with a licensed driver
- 4 your vehicle was being driven while in an unsafe condition. But we will cover you if you can show it was reasonable for you not to know of any unsafe condition
- 5 your vehicle was towing a trailer or caravan illegally or in an unsafe condition. But we will cover you if you can show it was reasonable for you not to know of any unsafe conditions
- 6 your vehicle was loaded above the legal limits or in an illegal way
- 7 your vehicle was being used in a race, trial, test or contest
- 8 your vehicle was being used for a criminal or unlawful purpose



- 9 your vehicle was being used to carry explosives or flammable or combustible liquids or substances illegally
- 10 your vehicle was outside Australia.

We will also refuse a claim if:

- you are not truthful and frank in any statement you make in a claim or in connection with a claim, or
- if at the time of your motor vehicle accident your motor vehicle is unregistered, or
- you do not lodge your claim with us within six months of the motor vehicle accident.

General exclusions

This policy does not cover:

- 1 any injury intentionally caused by you or a person acting with your express or implied consent
- 2 any injury caused by or arising from the legal seizure of your vehicle
- 3 any injury caused by or arising from any war, whether war has been formally declared or not, or hostilities or rebellion, or
- 4 any injury caused by or arising from radioactivity or from the use, existence or escape of any nuclear fuel, nuclear material, or nuclear waste.



If you have a claim you can obtain help by telephoning 1800 032 220.

We will then send you a claim form.

How you must co-operate

In the event of a claim, any benefits which this policy gives you depends on you giving any information and help we require. In particular, we must have:

- a medical certificate describing the injuries solely and directly caused by the motor vehicle accident
- written confirmation of the motor vehicle accident from the police or any other appropriate public authority.

We may also request:

- an examination or examinations of you by one or more medical practitioners nominated by us, and/or
- that you obtain from your employer the name of his or her workers' compensation insurer and advise us of that name.



Any notice we give you will be in writing. It will be effective if it is delivered to you personally or if it is delivered or posted to your address last known to us. It is important for you to tell us of any change of address as soon as possible.

Cancelling this policy

There are two ways to cancel this Policy:

- 1 if we cancel this Policy we will do so by giving you written notice
- 2 you may cancel this Policy by telling us in writing.

As this policy is free of charge to you, no premium will be refunded if this Policy is cancelled.

If you sell or give away your vehicle

If you sell or give away your vehicle or part-ownership in your vehicle, all the benefits you have under this policy are automatically transferred to the new owner of the vehicle when we are notified by the RTA of the details of the new registered owner or part-owner of the vehicle.



If you have a dispute with us over a claim on this Policy you may want to have the dispute formally arbitrated.

If we agree, you must enter into a written agreement with us to refer the dispute to an arbitrator. A barrister we both agree to will be the arbitrator.

In any arbitration set up by the agreement, we will pay:

- the arbitrator's fees
- the cost of recording the evidence, and
- the cost of hiring a place for the arbitration.



If you have a complaint

Step one

If you have a complaint, the first thing you should do is contact us on our enquiries phone number 1800 882 364. If you let a staff member know what the problem is, they may be able to resolve the issue. If not, they will be able to refer you to our Customer Relations department. In this way your complaint will reach the right person.

In the majority of cases, our customers are able to resolve things in the office or department where the complaint originated. However, if you are not satisfied with the outcome, you can contact our Customer Relations department.

Step two

Customer Relations will act as a mediator between you and us. When you go to them they will:

- identify the main issues of your complaint
- ask the appropriate manager to review and explain any decision made
- make sure that the correct procedures have been followed, and
- set out a course of action to achieve a joint solution.

In a small number of cases, a joint solution may not be reached. If this happens, there are a number of external bodies you can go to to, have your decision reviewed, including external review panels and Courts.

Enquiries

~~1800 882 364~~

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