

# CTP At-Fault Driver Policy booklet



THIS PRODUCT IS ISSUED BY

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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 NRMA 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.



# Definitions

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

## CTP

Compulsory Third Party Personal Injury Insurance.

## bus

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

## 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 NRMA CTP Insurance, but excludes vehicles registered as a motor cycle, taxi cab, police vehicle, ambulance, machinery, bus and self driven hire vehicle.

## motor vehicle accident

means an accident involving the motor vehicle at a time when we are on risk under your CTP Insurance.

### **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.

### **you**

means the registered owner or owners of the vehicle which is named on your NRMA 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.



# At-fault driver cover

## At-fault driver cover

If you are driving a motor vehicle and are injured in a motor vehicle accident which we agree was solely and directly your fault and within six months of the motor vehicle accident, you have a specified injury we will pay you a specified injury benefit as set out in the table listed on page 6.

but, no benefit is payable if:

- (i) you are entitled to any payment or damages under any 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.
- (iii) an At-Fault Driver Cover claim is not received within six months of the motor vehicle accident occurring.

## however,

if we pay you a benefit, and you do receive damages or compensation under a 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

Quadruplegia	\$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.



# Refusal of claims


## 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

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- 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
- ▶ we do not receive your claim within six months of the motor vehicle accident occurring.

#### 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.



# Making a claim

If you have a claim you can obtain help by telephoning 131 123.

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.



# Notices

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.




# Disputes

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 1 – Talk to us first

The first thing you should do is talk to one of our Consultants about your concerns. The Consultant may be able to resolve the complaint for you. If not, they will refer you to, or you may request to speak to a Manager.

The Consultant or Manager will attempt to respond to your complaint as soon as possible. If they require more information they will aim to respond within 15 business days of receipt of your complaint.

## Step 2 – Contact Customer Relations

If the Manager cannot resolve your complaint, you may request the matter be referred to our Customer Relations area or you can choose to contact them by phoning or writing to:

Free Call: 1800 045 517

Free Fax: 1800 649 290


Email: [Customer.Relations@iag.com.au](mailto:Customer.Relations@iag.com.au)

Mail: Customer Relations

Reply Paid 62759

Sydney NSW 2000

Free post (no stamp required)



Customer Relations will treat your complaint as a dispute and assign a staff member to conduct an independent review of the matter. Customer Relations will contact you with a decision usually within 15 business days of receiving your dispute.

### **Step 3 – Seek an external review of the decision**

If you are unhappy with the decision, you may wish to seek an external review. Customer Relations will provide you with the information on external review options.

## Contact

Enquiries **132 132**

Claims **131 123**

Report insurance fraud **1800 237 283**

[nrma.com.au](http://nrma.com.au)



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