



# **CTP DRIVER PROTECTION COVER**

**POLICY BOOKLET**

**NSW**



# WHAT WE COVER

CTP Driver Protection is extra cover we automatically provide with your NRMA Compulsory Third Party (CTP) Insurance for accidents that happen while you are covered by that insurance.

Under the CTP Driver Protection cover, we pay you an amount if you have an at-fault motor vehicle accident when driving your vehicle and suffer a specified injury (see page 3) or die as a direct result of that accident.

## WHAT'S AN AT-FAULT MOTOR VEHICLE ACCIDENT?

An at-fault motor vehicle accident is when we agree you are solely responsible for causing the accident.

## MOTOR VEHICLE ACCIDENT

We cover you when you have an at-fault motor vehicle accident with your vehicle which results solely and directly from:

- the driving of your motor vehicle
- a collision, or action taken to avoid a collision, with your motor vehicle, or
- your motor vehicle running out of control.

## WHICH VEHICLES DO WE COVER?

The cover applies to the vehicle we insure under your CTP Insurance if your vehicle is:

- a Class 1 Passenger vehicle
- a Goods vehicle with a Gross Vehicle Mass of 4.5 tonne or less, or
- a Primary Producer vehicle (excluding agricultural machinery).

All other vehicles are excluded eg. motorcycles, hire vehicles, taxis, tow trucks, and buses.

## WHO DO WE COVER?

We cover you, the registered owner of the vehicle named on your NRMA CTP Insurance, or anyone who drives your vehicle with your consent.

We stop covering you if you sell or give away your vehicle. If that happens, we transfer the CTP Driver Protection Cover to the new owner as part of the vehicle's 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 people as a statement, act, omission or claim by all of those people.

# WHAT WE PAY

## SPECIFIED INJURIES

Type of injury		\$Amount
<b>Burns</b>	Third degree burns to more than 10% of the body	\$20,000
<b>Fractures</b> A break in the bone continuity which results in bone displacement but excludes non-displaced fractures	Pelvis, skull, or spinal vertebrae	\$10,000
<b>Loss of feet and hands</b> Amputation or removal	Both hands and both feet	\$150,000
	One hand and one foot	\$100,000
	Both hands or both feet	\$75,000
	One hand or one foot	\$50,000
	Thumb and forefinger on one hand	\$25,000
<b>Loss of hearing, sight or speech</b> Total loss means absolute loss without any residual sensory or vocal capacity	Total loss of hearing	\$100,000
	Total loss of sight in both eyes	\$100,000
	Total loss of sight in one eye	\$50,000
	Total loss of speech	\$100,000
<b>Paraplegia</b>		\$250,000
<b>Quadriplegia</b>		\$500,000

## DEATH BENEFIT

Death benefit		\$Amount
<b>Death</b>	Loss of life within 6 months of the accident date	\$25,000

## **YOUR INJURY OR DEATH MUST RESULT FROM THE ACCIDENT**

For us to pay you, your injury or death must:

- directly and solely result from an at-fault motor vehicle accident, and
- happen within six months from when the accident took place.

## **WHAT WE PAY FOR SPECIFIED INJURIES**

- If you suffer more than one specified injury and your injury is not paraplegia or quadriplegia, we will pay the combined benefit amount up to \$150,000.
- If you suffer more than one specified injury including paraplegia or quadriplegia, we will only pay the applicable benefit for paraplegia or quadriplegia.
- If you die we only pay the death benefit, even if you suffered from one or more other specified injuries.

If we already paid you for any injury and you later die as a result of that or any other injury, then we won't pay the death benefit as well.

Any death benefit is paid to the deceased driver's estate.

## **WHEN YOU MAY NEED TO REPAY US**

If we pay you and you later receive damages or compensation under a statutory scheme for the same motor vehicle accident, then you must immediately repay us the amount we paid you.

You do not have to repay us the amount we paid you, for any benefits received under:

- a claim for statutory benefits under the NSW CTP scheme, or
- the NSW Lifetime Care and Support Scheme.

# WHAT WE DON'T COVER

## YOUR CLAIM

We will refuse your claim for any of these reasons:

- you didn't report the accident to the police within 28 days from when it took place
- we don't receive your claim within six months from when the accident took place, or
- you are not truthful and frank in any statement you make to us.

## THE DRIVER

We will refuse your claim if the person who was driving your vehicle:

- had a blood alcohol level which was over the legal limit that applies where the accident took place
- refuses to take a breath or blood test in line with the law where the accident took place
- was under the influence of any drug other than a drug taken in accordance with the advice of or administered by a medical practitioner
- was not licensed to drive the vehicle (but we will cover you if the driver was holding a learner licence and was supervised by a person who held a full Australian driver's licence), or
- was driving it in an unsafe condition (but we will cover you if you can show it was reasonable for the driver not to know of any unsafe condition).

## THE VEHICLE

We don't provide cover if at the time of the accident:

- the vehicle was unregistered, or
- you did not have CTP Insurance with us.

We don't provide cover if at the time of the accident your vehicle was:

- towing a trailer or caravan illegally or in an unsafe condition
- loaded above the legal limits or in an illegal way
- being used in a race, trial, test or contest
- being used for a criminal or unlawful purpose
- being used to carry explosives or flammable or combustible liquids or substances illegally, or
- being used outside Australia.

## GENERAL EXCLUSIONS

We don't provide cover for any injury or death:

- if you are entitled to any payment, damages or compensation under a statutory scheme in Australia except for any amount you're entitled to under:
  - a claim for statutory benefits under the NSW CTP scheme, or
  - the NSW Lifetime Care and Support Scheme
- intentionally caused by you or a person acting with your express or implied consent
- caused by or arising from the legal seizure of your vehicle
- caused by or arising from any war, whether war has been formally declared or not, hostilities or rebellion
- caused by or arising from radioactivity or from the use, existence or escape of any nuclear fuel, nuclear material or nuclear waste, or
- arising from any act of terrorism that involves biological, chemical or nuclear pollution or contamination.

# MAKING A CLAIM

If you need to make a claim, call us on **131 123**.

We can send you a claim form or you can download it from [nrma.com.au](http://nrma.com.au)

You must make a claim within six months from when the accident took place.

## WHAT WE NEED

If you make a claim, we are only required to pay you if you co-operate with us and provide the information and help we need to support you.

This table shows the information you must give us with your claim:

Information we need	Type of claim
<b>Medical certificate</b> A medical practitioner needs to confirm that the injury or death was solely and directly caused by the accident	Any claim
<b>Police report</b> The Police need to confirm that the accident took place	Any claim
<b>Death certificate</b>	Death claim
<b>Grant of probate or letters of administration</b>	Death claim

If we ask you, you must also:

- be examined by one or more medical practitioners nominated by us, and
- give us the name of your employer's workers' compensation insurer.

## IF YOU HAVE A COMPLAINT

We want to resolve any complaint or dispute you may have and aim to resolve it as quickly as possible. These steps are part of our complaint and dispute resolution procedures. To find out more about this you can:

- call 132 132
- visit a local branch, or
- visit [nrma.com.au](http://nrma.com.au)

### OUR PROCESS

#### STEP 1 - TALK TO US FIRST

The first thing you should do is talk to one of our consultants about your concerns. Call us on **132 132**. The consultant may be able to resolve the complaint for you. If not, they will refer you to a manager or you may ask to speak to one.

The consultant or manager will try to reply to your complaint within 15 business days of receiving it and will let you know if they need more information.

#### STEP 2 - CONTACT CUSTOMER RELATIONS

If the manager can't resolve your complaint, you may ask for it to 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 82894  
Sydney NSW 2001  
Free post (no stamp required)

Customer Relations will treat your complaint as a dispute and complete an independent review of the matter. Customer Relations will contact you with a decision usually within 15 business days from when they receive 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 information on external review options.



## CONTACT

ENQUIRIES **132 132**

CLAIMS **131 123**

REPORT INSURANCE FRAUD

**1800 237 283**

**NRMA.COM.AU**

This Product is issued by Insurance Australia Limited  
ABN 11 000 016 722 AFS Licence No. 227681  
trading as NRMA Insurance

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G018331 07/20