

# CTP At-fault Driver

Policy booklet

NSW







# What we cover

CTP At-fault Driver 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. CTP Insurance is also known as a 'greenslip'.

Under the CTP At-fault Driver cover, we pay an amount if you have an at-fault motor vehicle accident when driving your vehicle and you 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
- ▶ your motor vehicle running out of control

### Which vehicle do we cover?

The cover applies to the vehicle we insure under your CTP Insurance.

However, we don't provide the benefit if your vehicle is:

- ▶ a motor cycle
- ▶ a taxi
- ▶ a police vehicle
- ▶ an ambulance
- ▶ a bus (a vehicle built to carry more than 8 seated people including the driver)
- ▶ a tow truck
- ▶ a hire vehicle
- ▶ machinery (which includes registered tractors, forklifts and other heavy commercial, agricultural or earth moving vehicles).

### 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 At-fault Driver 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> Pelvis, skull or spinal vertebrae	\$10,000
A break in the bone continuity which results in bone displacement but excludes non-displaced fractures	Arm (excluding shoulder and/or hand) or leg (excluding foot) \$2,000
<b>Lacerations</b> Excludes cuts or incisions from medical procedures	Liver, kidney, spleen or lung \$10,000
<b>Loss of ears, 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
	Both ears \$5,000
	One ear \$2,500
<b>Loss of hearing, sight or speech</b> Total loss means absolute loss without any residual sensory or vocal capacity	Total loss of hearing \$50,000
	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>Loss of teeth</b> Five or more teeth	\$4,000
<b>Paraplegia</b>	\$150,000
<b>Quadriplegia</b>	\$300,000

## Death benefit

Death benefit		\$Amount
Death	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
- ▶ happen within six months from when the accident took place.

### We only pay one amount

We pay one amount as follows:

- ▶ if you suffer more than one specified injury, we pay you for the injury that has the highest amount
- ▶ if you die, we only pay the death benefit (even though you may also have suffered from one or more of the 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.

We pay any death benefit 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 benefits received under the NSW Accident Notification Form or 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
- ▶ 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 the vehicle was:

- ▶ unregistered
- ▶ not insured at the time of the accident under your NRMA CTP Insurance

- ▶ 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 the NSW Accident Notification Form or 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 [www.nrma.com.au](http://www.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 any information and help we need from 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/or
- ▶ give us the name of your employer's workers' compensation insurer.

# If you have a complaint

We understand that occasionally issues may arise and you may have a complaint. We take complaints seriously and have a process through which we seek to resolve them. We outline below our complaints process and the timeframes for each step. We aim to work within these timeframes and will keep you informed as to the progress of your complaint.

## Our Process

### 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.

Call us on **132 132**.

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 one of their staff members 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 information on external review options.

# Contact

Enquiries **132 132**

Claims **131 123**

Report insurance fraud **1800 237 283**

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