

At-Fault Driver Protection Insurance Policy

Introduction

This policy is only available when your motor vehicle has current Allianz Compulsory Third Party Insurance (Green Slip).

Allianz At-Fault Driver Protection Insurance cover provides protection for specified injuries or death if you are the “at fault” driver in a motor accident up to a maximum benefit of \$250,000. Details of the cover are explained in this policy document.

You also receive peace of mind, secure in the knowledge you are insured by Allianz, one of the largest general insurers in Australia. Allianz is part of the Allianz Group, which operates in 70 countries and provides protection to more than 75 million customers worldwide.

Do I qualify for cover?

The At-Fault driver cover described in this brochure will attach to the CTP Green Slips of all Allianz customers who have a vehicle insured with Allianz that matches the definition of an ‘insured vehicle’ given below.

At-Fault Driver Protection Insurance

Policy Document

This is your Allianz At-Fault Driver Protection Insurance Policy. You should read the policy carefully and keep it in a safe place. You should be aware that this policy does not provide comprehensive sickness and accident cover.

Definitions

Some words contained in this policy have special meaning and are explained below:

“**gross vehicle mass**” the total weight of the vehicle including the body, payload, fuel and the Driver.

“**injury**” physical bodily injury (excluding psychological injury or psychiatric illness) resulting from a motor vehicle accident.

“**insured vehicle**” any Class 1 motor car, Class 3c goods vehicle (with GVM less than 4.5 tonnes) or Class 5 primary producer’s

vehicle covered by a current Allianz CTP Insurance policy but excludes vehicles that are 10 years old or more at the commencement of the period of CTP insurance.

“**motor accident**” motor vehicle accident as defined in “the Act”.

“**paraplegia**” the total and permanent paralysis of both legs due to injury.

“**period of insurance**” the period for which the CTP Insurance Certificate issued by Allianz is current.

“**quadriplegia**” the total and permanent paralysis of both legs and arms due to injury.

“**the Act**” the Motor Accidents Compensation Act 1999 (NSW) as amended or any other CTP Insurance legislation in force in another State or Territory.

“**you**” or “**your**” the registered owner named on the current Allianz CTP Insurance policy or any other person authorised to drive your vehicle.

“**we**”, “**our**” and “**us**” Allianz Australia Insurance Limited
AFS Licence No 234708 ABN 15 000 122 850.

Our agreement with you

We will pay the benefit that applies to your disability or death if:

- you suffer an injury as a result of a motor accident; and
- you are 25 years old or more at the commencement of the period of CTP insurance covering the motor vehicle accident
- the motor accident was caused solely and directly by you as the driver; and
- within six months of the motor accident, you suffer any of the disabilities listed below or die as a direct result of that injury; and
- the motor accident occurred while you were driving the “insured vehicle” during the period of insurance; and
- you are not entitled to receive any form of compensation under any CTP or Workers’ Compensation scheme in any

State or Territory of Australia. This excludes payments that you may be entitled to under the Lifetime Care Scheme or the Accident Notification Form provisions of the Act.

Schedule of benefits

Quadriplegia	\$250,000
Paraplegia	\$100,000
Loss of or permanent total loss of use of one limb	\$50,000
Loss of entire sight of both eyes	\$50,000
Loss of entire sight of one eye	\$25,000
Death	\$10,000

Note: These benefits are inclusive of any legal costs incurred by you.

Only one benefit is payable for any motor accident. This will be the highest of the applicable benefits. After the occurrence of any one of the scheduled disabilities or death, our liability to you under this policy will cease.

Exclusions

We will not pay any benefits if:

1. Your injury is caused or contributed to by the fact that at the time of the motor accident you:
 - a. were under the influence of a drug that was not prescribed by a legally qualified medical practitioner;
 - b. had a blood alcohol level greater than the level permitted by any law relating to motor vehicles in the place where the motor accident occurred; or
 - c. were engaged in (or preparing for) car racing, rallying or speed trials of any kind.
2. The disability is caused by sickness or disease.
3. The injury is due to psychiatric or psychological causes.
4. Your injury is deliberately self-inflicted.
5. Your injury is directly or indirectly caused by or contributed to by:
 - a. war or warlike activities including the use of military power, invasion, other hostile acts of a foreign power, civil war, insurrection, rebellion, revolution and usurped power; or
 - b. the use, existence or escape of nuclear weapons material, or ionising radiation from, or contamination by radioactivity from any nuclear fuel or nuclear waste or from the combustion of nuclear fuel, including any self-sustaining process of nuclear fission or fusion.
6. At the time of the motor accident you were:
 - a. not licensed and/or not authorised to drive the insured vehicle;
 - b. driving a vehicle other than an “insured vehicle”; or
 - c. engaging in any illegal activity.

7. At the time of the accident:
 - a. your vehicle was being driven while in an unsafe condition;
 - b. your vehicle was towing a trailer or caravan in an illegal or unsafe manner;
 - c. your vehicle was loaded above the legal limits or in an illegal way; or
 - d. your vehicle was not registered.
8. You have an unresolved claim for damages under the Act.

Conditions of cover

(If you don't comply with these we may be able to refuse to pay your claim).

1. Accident Notification

The accident giving rise to the injury must be reported to the police within 28 days of occurrence.

2. Claims Notification

You or your legal representative must notify us within 30 days of becoming aware of any event which will, or is likely to, give rise to a claim under this policy. We will require you, or your personal legal representative, to provide us with a detailed statement in writing describing the event. A claim form will then be provided for completion.

3. Medical treatment and medical examination

You must obtain medical treatment from a legally qualified medical practitioner as soon as is practicable after suffering any injury which will, or is likely to, give rise to a claim under this policy. You, or your personal legal representative, must give us all medical certificates, at your expense, and other information, which we may reasonably require in order to substantiate your claim for benefits. You must also undergo any medical examination, at our expense, which we may reasonably require.

4. Automatic transfer with your vehicle

If you sell your vehicle, the benefits under the policy will automatically transfer to the new owner when the change of ownership is registered with the Roads & Traffic Authority.

Dispute Resolution Process – helping you solve any problems

Complaints or disputes are not an everyday occurrence and we strive to do things the right way. Regardless whether the complaint or dispute involves our employees, an agent, loss adjuster, assessor, investigator or the service we provide, simply contact 13 1000; speak to one of our call centre operators and provide them with the details of the issue. They will attempt to resolve the complaint or dispute; if they are unable to do so they will log it and refer it to the appropriate business unit. If we are unable to resolve the complaint or dispute, we will offer you the option of referring the matter to the insurance industry's external independent complaints scheme subject to eligibility.