CTP At-Fault Driver Insurance

Policy Wording

CTP At-Fault Driver Insurance

Introduction

Zurich is pleased to present the Zurich CTP At-Fault Driver Insurance product. This product is an additional benefit accompanying *your* Zurich Compulsory Third Party (CTP) Personal Injury Insurance policy and comes at no extra cost to *you*.

The insurer of this product is Zurich Australian Insurance Limited (ZAIL), ABN 13 000 296 640, AFS Licence Number 232507. In this policy, ZAIL may also be expressed as 'Zurich', 'we', 'us' or 'our'.

This policy should be read in conjunction with your Zurich CTP Personal Injury Insurance policy.

In this policy, we italicise to show that words have a particular defined meaning. You should refer to the Definitions section below to obtain the full meaning of such terms.

Cover

During the *period of insurance* and subject to payment of *your* Zurich CTP Personal Injury Insurance policy premium, we will pay *you* for *injury* suffered as a result of a *motor accident* which was caused solely and directly by *you* as the driver at fault, in accordance with the following Table of Benefits.

Table of Benefits

Injury	Benefit
Quadriplegia	$300,000
Paraplegia	$100,000
Loss of sight in both eyes	$50,000
Loss of sight in one eye	$25,000
Loss of sight in one eye, the other eye being blind or absent	$50,000
Loss of one hand or foot	$50,000
Death	$20,000

The above benefits are inclusive of legal costs.

In the event that *you* suffer more than one *injury*, we will pay *you* the highest single benefit value. Should death directly or indirectly result within 6 months of a *motor accident*, we will only pay the benefit specified for 'Death', notwithstanding any other *injuries* suffered.

Exclusions

We will not cover *you* if:

1. the *injury* suffered is not specified in the Table of Benefits.
2. *you* were under 25 years old at the time of the *motor accident*.
3. *you* do not report the *accident* to the police within 28 days.
4. the *injury* was intentionally caused or resulted from a *motor accident* that was intentionally caused.
5. *your* Zurich CTP Insurance is taken out on a quarterly or six-monthly basis.
6. *you* are entitled to receive or have received damages or compensation under a statutory compensation scheme as a result of *your injuries* in the same *motor accident;* except for:
   a. benefits of up to $5,000 received through an Accident Notification Form (ANF) claim under the NSW CTP scheme; or
   b. *you* are eligible for benefits under the Lifetime Care and Support scheme.
7. the *injury* was directly or indirectly a result of:
   a. driving *your motor vehicle* with impaired faculties as a result of drugs and/or alcohol, in excess of the legally prescribed limit (or consequently refusing to undertake testing for analysis of drug and/or alcohol content);
   b. psychological or psychiatric causes, sickness or disease;
   c. any illegal activity; or
   d. use or preparation for any kind of racing, motor sport, event, trial or demonstration (including any rally, trial, speed trial, reliability trial, hill climbing, test, stunt, race or pacemaking).
8. the *injury* directly or indirectly arose from:
   a. the legal seizure of *your motor vehicle*;
   b. act of terrorism, war, invasion, act of foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military or usurped power;
   c. radioactive, radioactivity substances; nuclear fission or nuclear fusion; or
   d. biological, bacterial, viral, germ, chemical or poisonous pollutants or contaminants.
9. at the time of the *motor accident, you* or the driver did not hold a valid licence (or learner's permit and were accordingly not accompanied by a licensed driver).

10. at the time of the *motor accident*, *your motor vehicle* was:
    a. being driven outside of Australia;
    b. not registered with the Roads and Traffic Authority of NSW;
    c. in an unroadworthy condition;
    d. towing a trailer in an unroadworthy condition;
    e. transporting a load that was illegal and/or in excess of the legal limit; or
    f. not categorised as one of the following classes:
        i. Class 1 Motor car;
        ii. Class 3c Goods vehicle (with Gross Vehicle Mass of 4.5t or less);
        iii. Class 5 Primary Producer vehicle (with Gross Vehicle Mass of 4.5t or less); or
        iv. Class 7 Taxi cabs,

    except where the *motor vehicle* forms part of a *fleet*.
11. if *you* have failed to comply with the duties of utmost good faith or disclosure, or if *you* have made a false statement to us before the contract was entered into.

Definitions

Fleet

fleet means a group of 10 or more *motor vehicles,* as counted at the date of the *motor accident,* which is owned or operated by the same Insured, who is named as Insured in the *schedule* for each such *motor vehicle.* However *fleet* does not include *motor vehicles* purchased by motorised vehicle dealerships or *motor vehicles* that have been on-sold during the *period of insurance*.

Injury

injury means bodily harm that arises within six months of a *motor accident*, and which is verified by a medical practitioner as having been directly caused by a *motor accident*.

Loss

loss means complete and permanent loss of the effective use of a part of the body or faculty referred to in the Table of Benefits.

Motor accident

motor accident, in accordance with the Motor Accidents Compensation Act 1999 (NSW), means an incident or accident involving the use or operation of a *motor vehicle* that causes the death of or *injury* to a person where the death or *injury* is a result of and is caused (whether or not as a result of a defect in the *motor vehicle*) during:

a. the driving of the *motor vehicle*;
b. a collision, or action taken to avoid a collision, with the *motor vehicle*; or
c. the *motor vehicle's* running out of control.

Motor vehicle

motor vehicle means your Vehicle as specified in your *schedule*, and which is insured with Zurich for CTP cover.

Paraplegia

paraplegia means total and permanent paralysis of both legs.

Period of insurance

period of insurance means the period for which we insure *you* in this policy. This is specified in your *schedule*.

Quadriplegia

quadriplegia means total and permanent paralysis of both arms and both legs.

Schedule

schedule means your Zurich Compulsory Third Party Personal Injury Insurance policy schedule that we give *you* and which forms part of *your* policy.

You or Your

you or *your* means you as the named Insured in the *schedule*; however in the event of death, may also include *your* estate or legal representatives.

you or *your* also extends to cover any other person driving *your motor vehicle* with *your* consent at the time of the *motor accident*, in accordance with the terms and condition outlined in this policy.

General Terms & Conditions

The following general terms and conditions apply to this policy.

Claiming

You or *your* representative must lodge a claim to us within 180 days of the *accident*, and at all reasonable times, assist us with our investigations.

Within 21 days of lodging a claim, *you* must provide us with documentation from:

a. the police regarding the circumstances of the *accident*; and
b. a qualified medical practitioner verifying that *your injuries* were a direct result of the *accident* (and if required, attend a medical examination with a qualified medical practitioner of our choice and (at our expense)).

Other Statutory schemes

If *you* receive or have received damages or compensation under a statutory compensation scheme (except for benefits received from the NSW Lifetime Care & Support Scheme) as a result of *injuries* in the same *motor accident*, *you* must repay any benefits *you* have received from us under this policy.

Complaints and Disputes Resolution process

If *you* have a complaint about an insurance product we have issued or service *you* have received from us, please contact *your* intermediary to initiate the complaint with us. If *you* are unable to contact *your* intermediary, *you* can contact us directly on 132 687.

We will respond to *your* complaint within 15 working days.

If *you* are not satisfied with our response, *you* may have the matter reviewed through our internal dispute resolution process, which is free of charge.

If *you* are not satisfied with the outcome of the dispute resolution process and would like to take the complaint further, *you* may refer the matter to the Financial Ombudsman Service (FOS), an independent and external dispute resolution scheme.

The FOS is free of charge to *you* but can only be accessed after *you* have gone through our internal disputes resolution process.

FOS contact details are:

The Financial Ombudsman Service
Post: GPO Box 3, Melbourne, Victoria 3001
Freecall: 1300 78 08 08
Website: www.fos.org.au
Email: info@fos.org.au

ZU12497 - V2 03/11 - ITRN-004370-2010

Zurich Australian Insurance Limited
ABN 13 000 296 640
AFS Licence No: 232507
Head Office: 5 Blue Street
North Sydney NSW 2060

Client Enquiries
Telephone: 132 687
www.zurich.com.au

ZURICH®
Because change happenz®