

CTP At-Fault Driver Insurance

Policy Wording



CTP At-Fault Driver Policy

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 sometimes capitalise or 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
<i>Quadriplegia</i>	\$250,000
<i>Paraplegia</i>	\$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 29 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 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 your *injuries* in the same *motor accident*.
7. the *injury* was directly or indirectly a result of:
 - a. driving your *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 *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 *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; or
 - iv. Class 7 Taxi cabs.

Definitions

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 *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 *vehicle*) during:

- a. the driving of the *vehicle*;
- b. a collision, or action taken to avoid a collision, with the *vehicle*; or
- c. the *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 the lower half of the body.

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 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 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.

Misrepresentation, misdescription, non-disclosure

This policy is voidable in the event of fraudulent misrepresentation, misdescription or non-disclosure. We may deny or reduce a claim amount 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. In determining whether any non-disclosures or misrepresentations are grounds for not meeting a claim or reducing the claim amount, we shall rely upon the relevant provisions of the Insurance Contracts Act 1984.

Complaints and Disputes Resolution process

If *you* have a complaint about this insurance product or service *you* have received from us, including the settlement of a claim, please contact us on 132 687. We will respond to *your* complaint within 15 working days provided we have all necessary information and have completed any investigation required. If more information or investigation is required we will agree reasonable alternative timeframes with *you*.

If *you* are unhappy with our response or we cannot agree on reasonable alternative timeframes, *your* complaint will be registered as a dispute and it will be reviewed by our Internal Disputes Resolution process which is free of charge.

We will respond to *your* dispute within 15 working days provided we have all necessary information and have completed any investigation required. If more information or investigation is required we will agree reasonable alternative timeframes with *you*. We will keep *you* informed of the progress of our review at least every 10 working days and give *you* our response in writing.



Zurich is proud to support football as an Official Partner of the Hyundai A-League

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