

At-Fault Driver Protection Insurance Policy

Introduction

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

CIC 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 \$300,000. The details of cover are further explained in this policy document.

You also receive peace of mind, secure in the knowledge you are insured by CIC, a member of the Allianz Group that operates in more than 70 countries, providing protection to more than 60 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 CIC customers who have a vehicle insured with CIC that matches the definition of an ‘insured vehicle’ given below.

At-Fault Driver Protection Insurance Policy Document

This is your CIC 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:

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

“**insured vehicle**” the motor vehicle described in the current CIC CTP Insurance policy but excludes vehicles registered as a motor cycle.

“**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 CIC is current.

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

“**the Act**” the Motor Accident 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 CIC CTP Insurance policy and any other person authorised to drive your vehicle.

“**we**”, “**our**” and “**us**” CIC Allianz Insurance Limited
ABN 56 094 802 801.

Our agreement with you

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

- you suffer an injury as a result of a motor accident; and
- 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.

Schedule of benefits

Quadriplegia	\$300,000
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	\$25,000

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 90 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 & medical examination

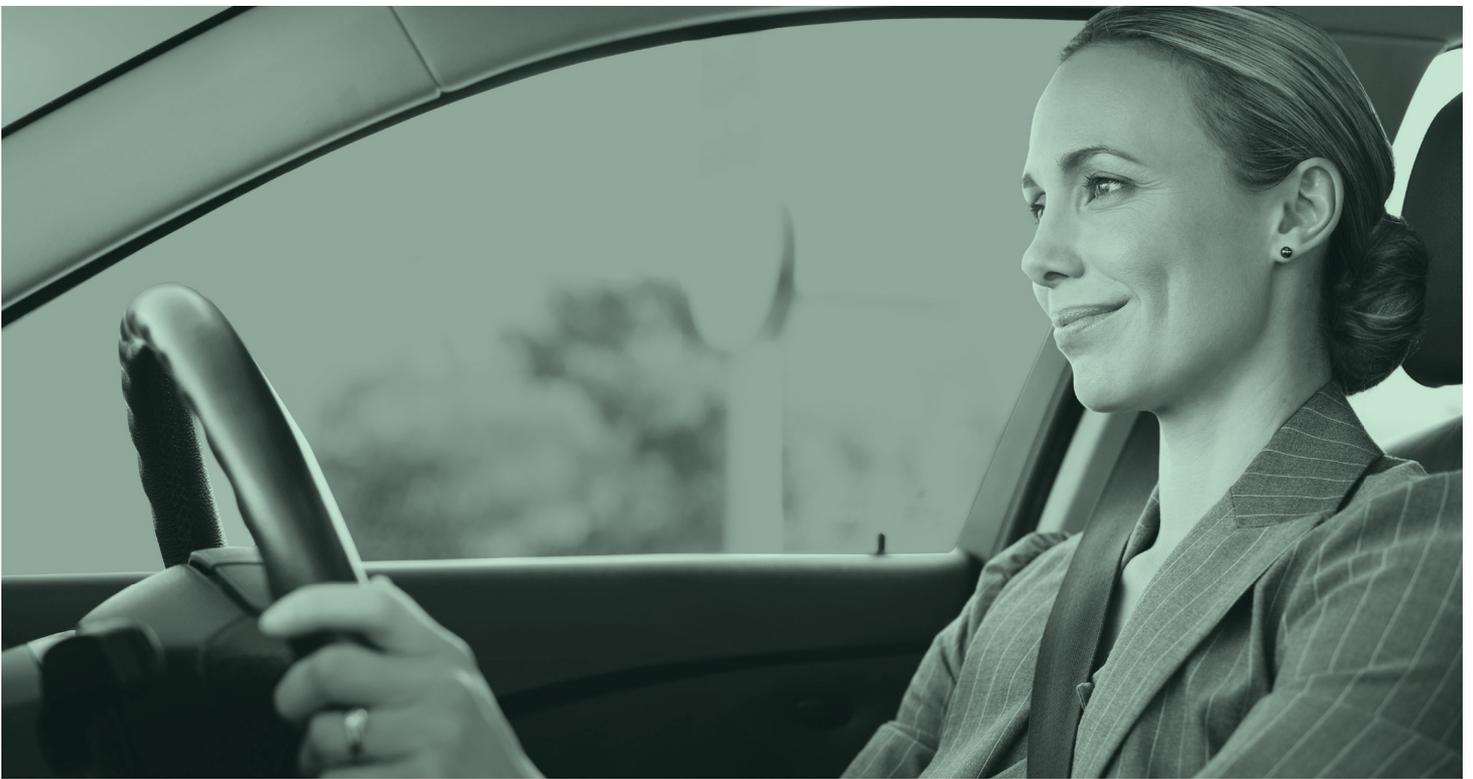
You must obtain medical treatment from a legally qualified medical practitioner as soon as practicable after suffering any injury, which will or is likely to give rise to a claim under this policy. You or your personal legal representative must give us all medical certificates, at your expense, and other 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, we strive to do things the right way. Regardless whether the complaint or dispute involves our staff, an agent, loss adjuster, assessor, investigator or the service we provide, simply contact 1300 360 340; 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.



The Green Slip Guide

Understanding Compulsory Third Party Personal Injury Insurance



Motor Accidents Authority

PROTECTION FOR MOTORISTS

Green Slip insurance is compulsory

You must buy a Compulsory Third Party (CTP) insurance policy, also known as a Green Slip, before you can register your vehicle. Your vehicle must be registered for the cover to be in effect. It is an offence to use an uninsured vehicle on the road.

It covers personal injury only

If you are the driver at fault in a motor vehicle accident, your Green Slip protects you against personal injury claims from third parties:

- your passengers
- other road users, such as drivers and motorcyclists, their passengers, pedestrians and cyclists.

It does NOT cover damage to property or vehicles.

Your Green Slip could save you a fortune

Without your Green Slip, you would be personally liable for the costs and losses of people you injure in a motor vehicle accident. Even good drivers need protection.

A momentary lapse of concentration could lead to an accident that would cost you dearly without your Green Slip.

PROTECTION FOR PEOPLE INJURED IN A MOTOR VEHICLE ACCIDENT

What costs does Green Slip insurance cover?

No matter who is at fault, Green Slip insurance covers some of the costs and losses of injuries, such as:

- initial public hospital and ambulance cover
- up to \$5,000 in treatment expenses and lost income
- access to the Lifetime Care and Support Scheme for very serious injuries.

For people injured in an accident but not at fault, Green Slip insurance also covers:

- reasonable and necessary medical costs
- loss of income and ability to earn income
- for those with more severe injury, payments for 'pain and suffering' and loss of enjoyment of life.

If a person dies as a result of a motor vehicle accident, close relatives may also be covered for some costs and losses.

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How can I make a claim if I am injured?

The first point of contact to make a personal injury claim is the Motor Accidents Authority (MAA). We will give you a claim form and put you in touch with the Green Slip insurer of the vehicle that you consider caused the accident.

To make a claim:

- where possible, record the registration number of the vehicle that you consider caused the accident
- report the accident to the police by calling 13 14 44
- call our Claims Advisory Service on 1300 656 919 for help.

GREEN SLIP PRICING

Who sets Green Slip prices?

Insurers are licensed by the MAA to sell Green Slips and to handle claims. Insurers set their Green Slip prices in a competitive market, using rules set by the MAA. These rules make sure that Green Slips are as affordable as possible.

Insurers base their pricing on NSW-wide claims data and their own claims experience. They also offer discounts and loadings on Green Slips, based on the risks of the customer and vehicle.

Risk factors

Risk factors are applied by insurers. The MAA sets risk factors for types of vehicles, and the region where the vehicle is garaged. Each insurer sets other risk factors within limits set and reviewed by us. Examples include:

- age of the vehicle
- age of the driver/rider
- driver/rider record.

Safer drivers are often rewarded with better prices for Green Slips.

The MCIS levy

The price of your Green Slip includes the Medical Care and Injury Services (MCIS) levy, which covers the cost of:

- ambulance and initial NSW public hospital treatment for people injured in motor accidents
- care for the very seriously injured (through the Lifetime Care and Support Scheme)
- administration and regulation of the Green Slip scheme by the MAA.

PURCHASING YOUR GREEN SLIP

Shopping around

Comparing Green Slip prices is a good idea for any vehicle owner as prices can vary significantly from one insurer to another.

Our free online Green Slip Calculator (www.greenslips.nsw.gov.au) and Green Slip Helpline (1300 137 600) can help you shop around.

These services allow you to compare prices from all insurers quickly and easily, based on your individual circumstances. They are available 24 hours a day, seven days a week.

Your Green Slip must be for the same length of time as the vehicle's registration. You can decide on cover for 12 months or six months (for most vehicles weighing under 4.5 tonnes). Other options are available for fleet owners and motor dealers.

Give the correct information

Make sure you have your registration papers with you when you are renewing your registration and shopping around for your Green Slip. That way you can give the insurer correct information, and you will be able to buy your Green Slip.

For unregistered vehicles, have your vehicle's VIN or chassis number, and identification for the vehicle owner with you. This can be a NSW driver or rider licence, a Roads and Maritime Services customer number or a NSW photo card.

If you provide incorrect information to your insurer:

- you will be asked to pay the difference between the lower amount and what you should pay
- your registration could be suspended and cancelled and you may have to pay re-instatement fees.

Use-by date for registration

All Green Slips have a use-by date. This means you must use the Green Slip to register your vehicle by the date specified or it is no longer valid.

Green Slips for six-month registration have a use-by date of 21 days after the registration start date. If you don't renew by the end of 21 days, you can only renew with a 12-month policy.

For more information about the terms of your Green Slip policy, contact your insurer.

IF YOU CAN'T AGREE WITH AN INSURER

Try to sort out your complaint with the insurer first. If it is not resolved, you can ask the MAA for help.

If you have a dispute with a Green Slip insurer, our free dispute resolution services may be able to help you.

CONTACT US

For more information about Green Slips, contact the NSW Government's Green Slip scheme regulator, the Motor Accidents Authority.

Telephone 1300 137 131
www.maa.nsw.gov.au