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ACT CTP Insurance Driver Cover Plus

CTP Insurance Underwritten by AAI Limited
ABN 48 005 297 807



Guide to Driver Cover Plus

This document provides some information about your CTP insurance and Driver Cover Plus Policy. Driver Cover Plus is additional cover that comes with your CTP insurance and provides benefits to an eligible driver if they are hurt in an accident they cause. The Driver Cover Plus Policy wording is provided overleaf.

CTP explained

Your CTP Insurance provides cover for any people injured in an accident caused by the driver of your vehicle. This cover includes the cost of all reasonable medical treatment and compensation for economic loss and even pain and suffering.

CTP cover	
Catastrophic	Lifetime Care and Support Scheme
Notice of Claim form	CTP covers personal injury in addition to the medical expenses of up to \$5,000
	No CTP cover for personal injury in addition to the \$5,000 for medical expenses
Motor Accident Notification Form (MANF) and Motor Accident Medical Report (MAMR)	Medical Expenses up to \$5000
	Other than at-fault driver
	At-fault driver

*Please refer to the Driver Cover Plus Policy for details of cover provided.

Lifetime care and support covers the medical and care needs of persons catastrophically injured in a motor vehicle accident on or after 1 July 2014.

CTP Insurance does not provide any cover for death of the at fault driver.

For the driver who causes the accident, CTP provides only limited cover:

- ▶ If the driver suffers catastrophic injuries the Lifetime Care and Support Scheme provides cover funded by the Lifetime Care and Support (LTCS) Levy included in the cost of CTP insurance.
- ▶ For all other injuries, regardless of severity, the at fault driver can only claim up to \$5,000 in cover using the Motor Accident Notification form (MANF) and Motor Accident Medical Report (MAMR) for medical expenses incurred within 6 months of the motor vehicle accident.

Cover provided by Driver Cover Plus

Driver Cover Plus provides cover for a range of injuries to the at-fault driver.

HEAD	
Fractured skull	\$10,000
Total loss of sight (both eyes)	\$100,000
(one eye)	\$50,000
Total loss of power of speech	\$100,000
Total loss of hearing	\$100,000
TRUNK	
Laceration of internal organs (liver, kidney, spleen or lung)	\$10,000
Fractured bones (> 4 ribs, pelvis, sternum)	\$10,000
SPINE	
Spinal cord damage	
Quadriplegia	\$300,000
Paraplegia	\$150,000
Fractured vertebrae	\$10,000
ARMS AND LEGS	
Fractured bones (excluding hands or feet)	\$2,000
Amputation of both hands and both feet	\$100,000
Amputation of one hand and one foot	\$100,000
Amputation of one hand or one foot	\$20,000
OTHER INJURIES	
Death	\$10,000
3rd degree burns (to greater than or equal to 10% of body)	\$20,000

Please refer to the Driver Cover Plus Policy (including the Schedule of Benefits) for full details of the cover provided.

Driver Cover Plus Policy

Driver Cover Plus compensates drivers, who cause a motor vehicle accident and are injured, or the driver's estate if the driver at fault is killed, as a result of a motor vehicle accident. Driver Cover Plus is provided to the driver of a motor vehicle that has Apia CTP Insurance.

Schedule of Benefits

Injury	Benefit
Quadriplegia	\$300,000
Paraplegia	\$150,000
Total loss of sight in both eyes	\$100,000
Total loss of sight in one eye	\$50,000
Total loss of power of speech	\$100,000
Total loss of hearing	\$100,000
Amputation of both hands and both feet	\$100,000
Amputation of one hand and one foot	\$100,000
Amputation of one hand or one foot	\$20,000
3rd degree burns (burns sustained to 10% of body or greater)	\$20,000
Fractured pelvis or fractured skull or fractured vertebrae (Process or body)	\$10,000
Laceration of liver or laceration of kidney or laceration of spleen or laceration of lung	\$10,000
Death	\$10,000
Fractured ribs (Greater than 4) or fractured sternum	\$10,000
Fractured upper arm or fractured lower arm (Excluding fractures of hand)	\$2,000
Fractured upper leg or fractured lower leg (Excluding fractures of foot)	\$2,000

We pay the injured driver who causes the motor vehicle accident (or the driver's estate if the driver is killed) the benefit for the injury as set out in the Schedule of Benefits and as follows.

- Excluding paraplegia and quadriplegia, if more than one of the injuries in the Schedule of Benefits is suffered, we pay the amount of the combined benefits up to a total of \$100,000.
- If one of the injuries suffered is paraplegia or quadriplegia we pay only the benefit for paraplegia or quadriplegia.
- In the event of death we pay only the benefit for death.

When we pay Driver Cover Plus Policy Benefits

We will pay benefits for injuries suffered by the driver who causes the motor vehicle accident that occurs in Australia if ALL of the following apply:

- at the time of the accident the vehicle was registered with the Road Transport Authority of ACT and had Apia CTP insurance; and
- at the time of the accident the motor vehicle was roadworthy and not towing a load over the legal limit; and
- the driver was solely at fault for the accident and at the time of the accident was:
 - aged 25 years or older; or
 - aged between 16 years and under 25 years and the motor vehicle was comprehensively insured through Apia; and
- the injury is included in our Schedule of Benefits; and
- the motor vehicle had a gross weight of 4.5t or less and was designed to carry passengers or to transport goods and is not a motor vehicle excluded by "When we do not pay Driver Cover Policy Benefits"; and
- the accident was the sole or substantial contributing factor to the injury shown in our Schedule of Benefits; and
- an appropriately qualified medical practitioner confirms that the driver had sustained the injury in, and as a result of the accident; and
- the driver (or the driver's estate if the driver dies) is not entitled to claim under a workers' compensation scheme.

When we do not pay Driver Cover Plus Policy Benefits

We will not pay benefits if:

- At the time of the accident, your motor vehicle which was being driven by the driver was one of the following motor vehicles or was used as one of the following motor vehicles:
 - (a) an ambulance;
 - (b) a bus;
 - (c) a demand responsive service vehicle;
 - (d) a motorcycle;
 - (e) a police vehicle;
 - (f) a hire car or hire vehicle;
 - (g) a rideshare vehicle;
 - (h) a taxi;
 - (i) miscellaneous vehicle;
 - (j) breakdown vehicle;
 - (k) firefighting vehicle; or
- the injury was intentionally caused or was a result of the accident being intentionally caused; or
- the driver was under the influence of intoxicating liquor and the percentage of alcohol in the driver's blood is in excess of the legal limit prescribed by the law applicable in the place where the motor vehicle accident occurs, or if the driver fails to provide a specimen of breath or blood as required by law in that place; or
- the driver was under the influence of drugs (other than a drug taken in accordance with the advice of or administered by a medical practitioner); or
- the driver was involved in any illegal activity, racing, pacemaking, car rally, contest, speed/reliability or other trials at the time of the motor vehicle accident; or
- the injury was directly or indirectly caused by, or was due to, psychological or psychiatric causes, sickness or disease; or
- the injury was caused by revolution, war (whether declared or not), acts of a foreign enemy, military coup, radioactivity or the use, existence or escape of nuclear fuel, nuclear material or waste, or the action of nuclear fission including detonation of any nuclear device or nuclear weapon, biological, bacterial, viral, germ, chemical or poisonous pollutant or contaminant or any looting or rioting following these occurrences; or
- the vehicle was being driven while in an unsafe condition, but we will provide cover if it can be shown that it was reasonable not to know of any unsafe conditions; or
- the vehicle was towing a trailer or caravan illegally or in an unsafe condition, but we will provide cover if it can be shown that it was reasonable not to know of any unsafe conditions; or

- the vehicle was loaded above the legal limits or in an illegal way; or
- the vehicle was being used to carry explosives or flammable or combustible liquids or substances illegally.

What happens when you sell your vehicle?

If ownership of the motor vehicle changes and our CTP Insurance policy remains current, this Driver Cover Plus policy transfers to the new owner or owners when the change is registered with the Road Transport Authority of ACT. The eligibility conditions of Driver Cover Plus also apply to the new owner.

As this policy is provided at no extra cost, no premium will be refunded for this policy if our CTP policy is cancelled or transferred.

How to claim on your Driver Cover Plus Policy

Step 1:

Notify us in writing of the details of any accident which could lead to a claim, including time, date, place, any witnesses and how the accident happened.

We must receive these details from the driver or the driver's legal representative in writing within 60 days of the accident.

Step 2:

Anyone wanting to claim must:

- complete and lodge our claim form with us;
- supply all medical and other documents we have asked for at the driver's expense; and
- allow doctors we nominate to conduct medical examinations we consider necessary, to assess the claim.

We can reject the claim if:

- you or the driver are not truthful and frank in any statement you or the driver make in a claim or in relation to a claim; or
- we do not receive:
 - written advice of the details of any accident which could lead to a claim within 60 days of the accident; or
 - a completed claim form within 6 months of the accident; or
 - written confirmation of the accident from police or other appropriate authorities after making reasonable enquiries; or
 - appropriate evidence as required by us.

To notify us of the accident details, or for claim enquiries, please contact us:

Email: actctpiclaims@apia.com.au

Mail: GPO Box 706, CANBERRA ACT. 2601

Phone: 13 50 50

Definitions

These terms have the following meaning when used in your policy:

breakdown vehicle and firefighting vehicle

have the meaning set out in the Road Transport (Third-Party Insurance) Regulation 2008

child

includes the driver's adopted or step child

compensation

includes common law damages, payment or benefit of any kind

demand responsive service vehicle and rideshare vehicle

have the meaning set out in the Road Transport (Third-Party Insurance) Regulation 2008 and in the Road Transport (Public Passenger Services) Act 2001.

driver - means you or anyone who is:

- legally in charge of your motor vehicle, and
- licensed to drive your motor vehicle, and
- driving your motor vehicle with your consent at the time of the accident

CTP

means Compulsory Third Party Personal Injury Insurance

injury

means the injury set out in the Schedule of Benefits.

loss

means amputation or removal or permanent loss of use of

miscellaneous vehicle

means a tractor or implement. Implement has the meaning set out in the Road Transport (Third-Party Insurance) Regulation 2008 and the Road Transport (Vehicle Registration) regulation 2000.

motorcycle

means a motorbike or a motortrike. Motorbike and motortrike have their meaning set out in the Road Transport (Third-Party Insurance) Regulation 2008 and the Road Transport (Vehicle Registration) Regulation 2000.

motor vehicle

means a registered vehicle insured with us under a current ACT Compulsory Third Party Personal Injury Insurance Policy.

motor vehicle accident or accident

means an incident in which the driver of your motor vehicle suffers injuries and the driver's injuries result from the driving of your motor vehicle or a collision or attempt to avoid a collision with your vehicle

paraplegia

means permanent and total paralysis of both legs caused by an injury to the spine

quadriplegia

means permanent and total paralysis of both arms and both legs caused by an injury to the spine

we, us, our

means AAI Limited ABN 48 005 297 807.

you, your

means an Apia CTP policy holder.