

At-Fault Driver Protection Insurance

Date prepared
1 May 2019

Policy Document: Queensland

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.

Our agreement with you

We will pay the benefit which applies to an insured person's injury or death if:

- (a) you have paid your vehicle registration renewal notice issued by the Department of Transport and Main Roads and at the date of registration renewal, you hold a current Allianz Compulsory Third Party (CTP) insurance policy; and
- (b) the insured person is aged 25 years or more at the commencement of the period of CTP insurance covering the insured vehicle involved in the accident; and
- (c) the motor vehicle is a Class 1 (cars and station wagons) or Class 6 (trucks, utilities and vans, including panel vans, with a gross vehicle mass of 4.5 tonnes or less) vehicle under the Motor Accident Insurance Regulation 2018 (Qld); and
- (d) the insured person suffers an injury as a result of a motor accident that is solely and directly the insured person's fault; and
- (e) within one year after the motor accident, an insured person suffers any injuries listed below in the Schedule of Benefits (including Death) as a direct result of that motor accident; and
- (f) the motor accident occurred while an insured person was driving the insured vehicle during the period of insurance; and
- (g) the insured person (or the administrator/executor of the insured person's estate if the insured person died) is not entitled to receive any form of compensation under any statutory compensation scheme (including motor accident or workers' compensation) or any other insurance required to be effected by or under any law. This excludes payments the insured person may be entitled to under the National Injury Insurance Scheme Queensland (NIIS).

Schedule of Benefits (Inclusive of costs and expenses)

Injury/Circumstance	Maximum amount payable
Quadriplegia	\$1,000,000
Paraplegia	\$350,000
Permanent total disablement (other than loss of a limb or any eye)	\$150,000
Amputation or permanent total loss of use of one limb	\$50,000
Amputation or permanent total loss of use of both hands or both feet	\$100,000
Amputation or permanent total loss of use of one hand or one foot	\$50,000
Loss of entire sight of one eye	\$50,000
Loss of entire sight of both eyes	\$100,000
Death - if the insured person had no dependants	\$10,000
Death - if the insured person had dependants	\$40,000

If the injury results in more than one of the listed disabilities we will only pay one benefit. This will be the highest of the applicable benefits. After the occurrence of any one of the injuries listed in the Schedule of Benefits (including Death), our liability under this policy in respect of any subsequent injury to the insured person will cease.

Exclusions

We will not pay any benefits if:

- (1) The insured person's injury or death is caused or contributed to by the fact that at the time of the motor accident the insured person:
 - (a) was under the influence of a drug that was not prescribed by, administered by, or used in accordance to instructions provided 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 refused to take a breath blood test in line with the law; or
 - (c) was engaged in (or preparing for) any racing, rallying, or speed trials or contests of any kind.
- (2) The injury or death is caused by sickness or disease.
- (3) The injury or death is due to psychiatric or psychological causes.
- (4) The insured person's injury or death is deliberately self-inflicted.
- (5) The insured person's injury or death 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 the insured person was:
 - (a) not licensed and/or not authorised to drive the insured vehicle;
 - (b) driving a vehicle other than the insured vehicle; or
 - (c) engaging in any illegal activity.
- (7) At the time of the motor accident:
 - (a) the insured vehicle was being driven while in an unsafe condition; or
 - (b) the insured vehicle was towing a trailer or caravan in an illegal or unsafe manner.
- (8) The insured person has an unresolved claim for damages under the Act.
- (9) The insured vehicle is a police vehicle.

Conditions of cover

If you do not comply with these, then to the extent permitted by law, we may reduce or refuse to pay a claim.

1. 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 legal representative to provide us with a detailed written statement describing the event.

2. Medical treatment & Medical examination

The insured person 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. The insured person or their personal legal representative must, at the insured person's expense, give us all medical certificates and other information, which we may reasonably require in order to substantiate the insured persons claim for benefits. The insured person must also undergo any medical examination, at our expense, which we may reasonably require.

3. Sale of your insured vehicle

If you sell your insured vehicle, this policy terminates when the change of ownership is registered with the Department of Transport and Main Roads.

Definitions

The following words have special meaning in this policy. The meaning is explained below:

dependant - a spouse or child under the age of 18 who relies on the insured person for economic support.

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 person - means you and any other person authorised by you to drive your vehicle.

insured vehicle -the motor vehicle described in your current Allianz CTP Insurance policy.

legally qualified medical practitioner - a person registered under the Health Practitioner Regulation National Law Act 2009 (Queensland) in the medical profession.

motor accident -motor vehicle accident as defined in the Act.

paraplegia - the total and permanent paralysis of both legs due to injury.

policy – this document which forms our agreement with you.

period of insurance – the period of cover for the Allianz CTP insurance policy. Unless we tell you otherwise, we will enter into a new policy with you if you renew your Allianz CTP insurance policy when your current Allianz CTP insurance policy expires.

permanent total disablement -injury (other than the loss of a limb or an eye) that has prevented the insured person from following any occupation for a period of more than 12 calendar months from the date of injury, and will continue to prevent the insured person from following any occupation indefinitely.

quadriplegia -the total and permanent paralysis of both legs and arms due to injury.

the Act- the Motor Accident Insurance Act 1994 (Qld) 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.

we, our and us - Allianz Australia Insurance Limited AFS Licence No 234708 the issuer of the Allianz CTP Insurance policy ABN 15 000 122 850.

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 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 external independent complaints scheme subject to eligibility.

If you have any queries regarding your policy or you wish to confirm your transaction please contact us on 13 1000.