

Contact Us

For further information or assistance call us 24 hours every day on 13 1905, visit us at www.racqinsurance.com.au or drive safely to your nearest RACQ branch.

 **Motoring**  **Insurance**  **Travel**  **Finance**

RACQ
Insurance

RACQ Insurance Limited

ABN 50 009 704 152

AFS Licence Number 233662

2649 Logan Road, Eight Mile Plains, Qld 4113

RACQ Insurance products are sold only by RACQ Operations Pty Ltd
ABN 80 009 663 414 and our network of RACQ Insurance authorised representatives

At Fault Driver Injury Insurance Policy



RACQ
Insurance

By choosing RACQ Insurance as your Compulsory Third Party (CTP) insurer of your vehicle, you're also locking in the extra benefits of our At Fault Driver Injury Insurance Policy - at no extra cost.

The CTP Insurance you pay as part of your registration covers you for claims made against you for personal injury or death in limited circumstances under the CTP legislation. It does not cover the driver for injuries sustained when the driver was solely at fault in an accident. RACQ Insurance At Fault Driver Injury Insurance Policy expands on the protection offered to drivers. Subject to the conditions of this Policy, a range of compensation benefits may be paid to the driver.

At Fault Driver Injury Insurance Policy. It's another way we help you wherever we can.

Your agreement with us

You are covered by this policy and we will pay you the benefit that applies to the injury or circumstance if all of the below clauses 1-7 apply at the time of the motor vehicle accident and clauses 8 and 9 below are also subsequently satisfied.

1. You are:
 - (a) 25 years of age or older; or
 - (b) 16 years and six months of age and above if you are:
 - (i) a current private member of RACQ; or
 - (ii) permanently living with at least one parent of yours who is a current private member of RACQ.
2. The vehicle is:
 - (a) covered by a CTP policy issued by RACQ Insurance; and
 - (b) registered in Queensland.
3. You are the driver of a vehicle involved in a motor vehicle accident.
4. An injury or circumstance of a type listed in the 'Table of Benefits' occurs to you.
5. The motor vehicle accident was the sole contributing factor to the injury or circumstance of a type listed in the 'Table of Benefits'.
6. The vehicle you were driving was classified by the Motor Accident Insurance Regulation 1994 as solely Class 1 (cars and station wagons) or Class 6 (trucks, utilities and vans of 4.5 tonnes or less) and was not a vehicle owned or operated by police.
7. The motor vehicle accident was solely your fault.
8. An injury or circumstance listed in the 'Table of Benefits' manifests itself within 12 months of the motor vehicle accident.
9. We will pay you the benefit that applies to your injury or circumstance only if you are alive more than 3 months after the motor vehicle accident.

Table of benefits

<i>Injury/Circumstance</i>	<i>Maximum amount payable</i>
Quadriplegia or Tetraplegia	\$250,000
Paraplegia	\$100,000
Permanent and total disablement	\$50,000
Permanent and total sight loss in both eyes	\$25,000
Loss of both hands or both feet	\$25,000
Loss of one hand and one foot	\$25,000
Loss of one hand or one foot	\$10,000
Permanent and total sight loss in one eye	\$10,000

Special benefits

1. In addition, we may, in our absolute discretion, pay for your rehabilitation up to the value of \$5,000 upon these conditions:
 - (a) all costs are to be solely for the treatment of injuries and circumstances listed in the 'Table of Benefits'; and for no other illness, injury or circumstance.
 - (b) no costs are to be payable in respect of any psychiatric condition, whether arising from the motor vehicle accident or otherwise;
 - (c) we will not pay any costs incurred without or before we give our prior approval in writing for that specific cost;
 - (d) you are to be treated by medical practitioners approved by us.
2. We will pay your estate \$5,000 if:
 - (a) the injuries sustained by you in the motor vehicle accident are listed in the table of benefits; and
 - (b) those injuries are the sole cause of your death; and
 - (c) your death occurs during the period of time commencing 3 months after the motor vehicle accident and ending 12 months after that accident; and
 - (d) all of the conditions contained in clauses 1-8 under "Your agreement with us" are fulfilled.

But not if you have previously received a payment under this policy.

If the \$5,000 becomes payable to your estate before you receive payment for an injury or circumstance described in the table of benefits, the sum of \$5,000 becomes the only sum payable.

Other conditions

1. We will transfer this policy to any subsequent purchaser of the vehicle free of charge. The subsequent purchaser must organise the transfer. They can do so by either telephoning RACQ Insurance on 13 1905 or by calling in to any RACQ Branch.
2. If you have more than one of the injuries or circumstances in the table of benefits, we will pay you an amount equal to the greatest single amount payable under the 'Table of Benefits', but no more. If you have two or more injuries for which equal amounts are payable, we will pay you for only one of those injuries.
3. If you make a claim, we require you to complete our claim form.
4. Unless we agree to extend the period, you must:
 - (a) notify us of your intention to make a claim under this policy; and
 - (b) provide all details you hold or can reasonably obtain surrounding your claim; and
 - (c) provide all details you hold or can reasonably obtain about the identity, whereabouts and ways to contact all witnesses to the motor vehicle accident within 30 days of the motor vehicle accident occurring.
5. If you make a claim, we can ask you to attend at any doctor, physiotherapist or other medical professional of our choosing and submit to any medical examinations and other investigations we require of you from time to time.
6. You must, as soon as possible but, except in exceptional circumstances, within 24 hours after the motor vehicle accident, report its occurrence to the police.
7. Within one month of receiving our request you must provide, at your own expense, copies of all medical records and reports relating to any medical treatment administered in relation to injuries sustained as a result of the motor vehicle accident. If such a request is made, you must also provide, at your own expense, records and reports relating to any medical treatment you have had whether before or after the motor vehicle accident if required by us.

8. If RACQ Insurance ceases to be the CTP insurer of the vehicle for any reason, this cover ceases and the offer to enter into this policy is withdrawn. If you later wish to be covered by this policy in respect of any vehicle, you must contact us to confirm that this cover is still being offered by us. We reserve the right to discontinue offering this cover at any time.

You are not covered by this policy if any of the circumstances listed in following clauses (9 to 15) occur.

9. At the time of the motor vehicle accident, you:
 - (a) were not driving the vehicle;
 - (b) were not seated in the driver's seat of the vehicle;
 - (c) were not complying with any law respecting the wearing of seat-belts;
 - (d) were under the influence of alcohol or drugs or had a blood alcohol concentration in excess of the lawful limit;
 - (e) unlawfully refused to undergo a test for alcohol or drugs;
 - (f) did not, without reasonable excuse, remain at the scene of the motor vehicle accident until police arrived or when required by law to do so;
 - (g) intentionally committed an act to injure yourself, or others, or damage any property;
 - (h) were participating in, training for or practicing for a race, pace making, reliability trial or a speed or hill climbing test, or the vehicle was being used on a race track for any purpose, or any such competitive activity;
 - (i) were driving a vehicle that was not in a roadworthy condition;
 - (j) were driving a vehicle towing a heavier load or carrying more passengers than the vehicle was designed for or was permitted by law;
 - (k) did not possess a valid and appropriate driver's licence or learner's permit for the class of vehicle you were driving or were not complying with any of its conditions;
 - (l) acted maliciously;
 - (m) fail to take reasonable precautions for the safety and security of yourself, the vehicle, another vehicle or another person.

10. You receive, or are entitled to receive, in direct consequence of your injury, compensation (whether lump sum, periodic or both) under any statute providing for payment of injury compensation (irrespective of fault), or under contract of insurance entered into (whether by you or another) pursuant to such a statute.
11. You committed any indictable offence in relation to the circumstances leading up to, at the time of or immediately after the motor vehicle accident.
12. You do not provide to us, at your own expense, with corroborative evidence of the circumstances of the motor vehicle accident within one month of being requested. The only acceptable evidence is:
 - (a) a police report.
 - (b) a report from an ambulance or other emergency service.
 - (c) details of witnesses to the motor vehicle accident sufficient to allow us to identify and locate them.
13. If, whether lawfully or otherwise, the vehicle becomes part of a motor dealer's or other person's stock in trade.
14. Your claim or any part of it is fraudulent.
15. The injury or circumstance is caused by:
 - (a) war or warlike activities;
 - (b) the use, existence or escape of nuclear weapons material, or ionising radiation from, or contamination by radioactivity from, any nuclear fuel or waste from the use of nuclear fuel.
16. The provisions of this policy, in every part in each provision, are severable. If any provision is found to be unlawful, void, voidable or unenforceable, that provision will be read down to the extent necessary to ensure that it does not infringe any law or is not otherwise void, voidable or unenforceable so as to give it a valid operation to the extent possible according to law.

Definitions

Some words have a special meaning in this policy. They are:

Words and terms with special meaning	
<i>Current private member of RACQ</i>	A person whose private membership with The Royal Automobile Club of Queensland Limited ACN 009 660 575 was current at the time of the motor vehicle accident.
<i>Loss of</i>	The amputation or complete severance of the body part.
<i>Injury</i>	An organic injury to the anatomy and excludes any psychiatric injury, ailment, illness or condition.
<i>Motor vehicle accident</i>	An accident occurring in Australia in which physical injury to the driver is caused by, through or in connection with your motor vehicle on or after 1 August 2001.
<i>Paraplegia</i>	Permanent total paralysis of both legs.
<i>Permanent and Total Disablement</i>	Permanently prevented from ever engaging in any occupation due to your organic injuries. Organic injuries do not include psychiatric or mental conditions.
<i>Vehicle</i>	A motor vehicle referred to in clause 6 and to which RACQ Insurance is the CTP insurer at the date of the accident.
<i>Quadriplegia</i>	Permanent total paralysis of all four limbs.
<i>Tetraplegia</i>	Permanent total paralysis of all hands and feet.
<i>You/Your</i>	Any person lawfully driving the vehicle and includes any one of the following:- (a) the person(s) listed on the CTP insurance certificate for the vehicle and any other person driving the vehicle with such persons authority. (b) the owner(s) of the vehicle and any person driving the vehicle with the owner(s)' authority.
<i>We/Us</i>	RACQ Insurance Limited ACN 009 704 152 trading as RACQ Insurance.

How to make a claim

To make a claim you will need to complete and lodge an RACQ Insurance claim form in accordance with clauses 3 and 4 under 'Other Conditions'.

You may obtain a claim form from any RACQ branch or by telephoning 13 7202.

Our mailing address is -
RACQ Insurance
Personal Injury Claims Department
P.O Box 3313
Tingalpa DC 4173

If you have a complaint or enquiry

RACQ Insurance is committed to compliance with the General Insurance Code of Practice and the National Privacy Principles.

The Code of Practice and the Privacy Principles establish standards of practice for insurers, their agents and employees in respect of policy documentation, claims handling procedures, disputes resolution and the collection and use of your personal information.

If you have a complaint which you feel we have not resolved to your satisfaction, please write to us or telephone us on 13 1905. The matter will be referred to the relevant manager or if necessary our Internal Dispute Resolution Committee, in which case you will be advised of the committee's decision within 15 working days.

If your complaint relates to a claim or privacy issue and cannot be resolved to your satisfaction, the Code of Practice and Privacy Principles provides access to a free dispute resolution scheme.

We have produced a brochure that summarises important information concerning the Code of Practice and Privacy Principles. It also outlines how to refer a complaint or unresolved dispute and is available from any RACQ branch office. If you are unable to visit a branch office please call 13 1905 to request a copy or you can obtain a copy by writing to:

The Manager
RACQ Insurance
P.O Box 4
Springwood, Qld 4127

This information is also available on our website, visit:
www.racqinsurance.com.au