

# **Driver Protection Cover Information Sheet**

**NSW** 

This Information Sheet was prepared on 21 February 2023 and applies to all Driver Protection Cover on eligible Swann CTP Insurance policies with a renewal or start date on or after 10 April 2023.

Information is current at that date. From time to time, We may up-date this information without notifying You if the update is not materially adverse to You.

You can get more up-to-date information by calling **1800 882 364** or visiting **swanninsurance.com.au.** If You ask Us for any updated information, We will give You a free copy.

# What is Driver Protection Cover?

Driver Protection Cover is extra cover We automatically provide with Your Swann Compulsory Third Party (CTP) Insurance on most passenger Vehicles and some goods Vehicles. See Table 1. for the Vehicles that We cover and those We do not cover.

Driver Protection Cover provides the driver of a covered Vehicle who suffers one or more of the injuries listed in the specified injuries table with a set payment if the driver was at-fault in the accident in which they were injured.

Driver Protection Cover is provided for as long as the Swann CTP Insurance policy it attaches to remains in force.

### What's an at-fault motor vehicle accident?

An at-fault motor vehicle accident is when You are solely responsible for causing the accident. When We decide whether You are at-fault in the accident in which You were injured, We will consider the circumstances of Your accident and any finding on fault in the CTP scheme in the State or Territory in which the accident occurred.

### Which Vehicles are covered?

Driver Protection Cover applies to the Vehicle We insure under Your CTP Insurance if Your Vehicle is a passenger Vehicle or goods Vehicle of a type that is found in column A of Table 1. The Vehicles listed in column B are not covered by Driver Protection Cover.

### **Table 1. Vehicles**

# Column A Vehicles covered by Driver Protection Cover

# **Covered** passenger Vehicles:

 A motor car which has seating accommodation for 9 or less adults (including the driver).
 Includes station wagon or four-wheel drive passenger vehicle – any station wagon or 4WD passenger Vehicle.

# Column B

# Vehicles not covered by Driver Protection Cover

#### Not covered:

- Omnibus or Tourist Vehicles;
- Taxi cabs;
- Private Hire Car;
- Drive-yourself Vehicles (such as Vehicles let for hire);
- Police Vehicles;
- Fire Brigade Vehicles;
- Motor Trade Vehicles; or
- Tow-trucks;
- Motorcycles; or
- Mobile cranes.

## **Covered** goods Vehicles:

Motor Vehicles
 constructed principally
 for the conveyance
 of goods other than a
 station wagon where
 the Gross Vehicle Mass
 (GVM) is less than or
 equal to 4.5 tonnes.

## Not covered:

- Drive-yourself Vehicles (such as Vehicles let for hire);
- Motorcycles;
- Police Vehicles;
- Fire Brigade Vehicles;
- Motor Trade Vehicles; or
- Tow-trucks;
- Mobile crane; or
- Tractors, excavators, road graders, forklift truck, earth-moving equipment.

## Vehicle exclusions

We will not provide Driver Protection Cover if, at the time of the accident:

- The Swann CTP Insurance policy attached to the Vehicle was expired.
- The Vehicle was unregistered.
- The Vehicle was not road worthy and this caused or materially contributed to the accident.
- The caravan or trailer being towed by the Vehicle was not road worthy and this caused or materially contributed to the accident.
- The Vehicle was not being driven on a road or road related area.
- The Vehicle was being driven in a race and the driving of the Vehicle competitively caused or materially contributed to the accident.
- The Vehicle was being driven for a criminal or unlawful purpose and that purpose caused or materially contributed to the accident.

# Who do We cover?

We cover the registered owner of the Vehicle named on an eligible Swann CTP Insurance policy, or anyone who drives the Vehicle with the consent of the registered owner. If the Vehicle is sold, the CTP Insurance policy and Driver Protection Cover will transfer to the new registered owner of the Vehicle.

# **Driver exclusions**

We will not cover You if at the time of the accident You:

- Had a blood alcohol level which was over the legal limit that applies where the accident took place.
- Refused to take a breath or blood test in line with the law where the accident took place.
- Were under the influence of any drug other than a drug taken in accordance with the advice of or administered by a medical practitioner.
- Were not licensed to drive the Vehicle.
- Were not complying with a condition of Your licence and the noncompliance materially contributed to the accident.

# Which motor vehicle accidents are covered?

Driver Protection covers motor vehicle accidents that are covered by the CTP scheme in the State or Territory in which the accident occurred. This will include accidents that are the direct result of:

- the driving of the Vehicle;
- a collision, or action taken to avoid a collision with Your Vehicle: or
- Your Vehicle running out of control.

## Motor accident exclusion

A motor accident that was intentionally caused by You or a person using the Vehicle with Your consent is not covered by Driver Protection Cover.

# What We Pay

If You suffer one of the injuries listed in the table below, We will pay You the amount listed next to the description of the injury.

If You suffer more than one of the specified injuries and Your injury is not paraplegia or quadriplegia, We will pay the combined benefit amount up to \$150,000.

If You suffer more than one specified injury including paraplegia or quadriplegia, We will pay the applicable benefit for paraplegia or quadriplegia.

**Table 2. Specified Injuries and Payments** 

Type of injury		\$ Amount
Burns	Third degree burns to more than 10% of the body	\$20,000
Fractures A break in the bone continuity which results in bone displacement but excludes non- displaced fractures	Pelvis, skull, or spinal vertebrae	\$10,000
Loss of feet and hands Amputation or removal	Both hands and both feet	\$150,000
	One hand and one foot	\$100,000
	Both hands or both feet	\$75,000
	One hand or one foot	\$50,000
	Thumb and forefinger on one hand	\$25,000
Loss of hearing, sight or speech Total loss means absolute loss without any residual sensory or vocal capacity	Total loss of hearing	\$100,000
	Total loss of sight in both eyes	\$100,000
	Total loss of sight in one eye	\$50,000
	Total loss of speech	\$100,000
Paraplegia		\$250,000
Quadriplegia		\$500,000

If You die as a direct result of the accident, We will pay the death benefit amount listed in Table 3 only, even if You suffered from one or more other specified injuries.

If We have already paid You for a specified injury and You later die because of that or any other injury, then We won't pay the death benefit as well.

Any death benefit is paid to the deceased driver's estate.

Table 3. Death Benefit

Death benefit		\$Amount
Death	Loss of life within 6 months of the accident date	\$25,000

If You are injured in an accident in NSW and receive statutory benefits under the NSW CTP scheme or Lifetime Care and Support scheme You will continue to be eligible for payment under Driver Protection Cover.

# Other payments exclusion

We will not make a payment under Driver Protection Cover if You receive compensation (damages or statutory benefits) or other payments for the injuries You suffered in the motor accident. For example You receive worker's compensation for Your accident related injuries.

If We pay You and You later receive compensation or other payments for the same motor accident, then You must notify Us as soon as reasonably possible and We may ask You to repay Us the amount We paid You.

# How to make a claim

If You want to claim a payment under Your Driver Protection Cover:

- Call Us on **1800 032 220** and We can send You a claim form and provide You with information on the claim process.

You should make Your claim as soon as reasonably possible after the accident. You must make a claim within twelve months from when the accident took place to enable Us to properly assess Your eligibility for payment.

To assess Your eligibility to payment under Driver Protection Cover, We will need Your co-operation, including:

- Relevant Information about how the accident happened, who was involved, and the injuries suffered.
- Documents listed in Table 4.
- Attendance at a medical examination by one or more medical practitioners nominated by Us, where it is reasonable for Us to make a request for medical examination.
- Employer's details and worker's compensation insurer if You have made a worker's compensation claim regarding the accident.

If We request information or documents that are relevant to Your claim, We will provide an explanation as to why it is needed.

**Table 4. Documents to include** 

Information We need	Type of claim
Medical certificate A medical practitioner needs to confirm that the injury or death	Any claim
was directly caused by the accident	
Police report The Police need to confirm that the accident took place	Any claim
Death certificate	Death claim
Grant of probate or letters of administration	Death claim

Where We ask You for information to prove Your loss and the people, authorities or businesses You are seeking this from are unable to assist You, please contact Us to discuss alternatives.

We may refuse Your claim if You are not truthful and frank in the statements You make and information You provide to Us.

# **Definitions**

#### Accident

Means motor vehicle accident

### **CTP Insurance**

Means compulsory third party insurance that covers the death of or injury to persons as a result of motor accidents, required under any state or territory legislation

### **Vehicle**

Means motor vehicle

### Us, We and Our

The product issuer, Insurance Australia Limited trading as Swann Insurance, ABN 11 000 016 722 AFS Licence No. 227681

# You / Your

Any person who drives, with the permission of the owner, the vehicle covered by the CTP Insurance policy

# What to do if You have a complaint

We will always do Our best to provide You the highest level of service but if You are not happy or have a complaint or dispute, here is what You can do.

If You experience a problem or are not satisfied with Our products, Our services or a decision We have made, let Us know so We can help.

Call Us on 1300 307 926 or go to Our website for more information: swanninsurance.com.au

We will try to resolve complaints at first contact or shortly thereafter. If We are not able to resolve Your complaint when You contact Us or You would prefer not to contact the people who provided Your initial service, Our Customer Relations team can assist:

Free Call: 1800 045 517

Email: Customer.Relations@iag.com.au

Customer Relations will contact You if they require additional information or have reached a decision. Customer Relations will advise You of the progress of Your complaint and the timeframe for a decision in relation to Your complaint.

We expect Our procedures will deal fairly and promptly with Your complaint. If You are unhappy with the decision made by Customer Relations You may wish to seek an external review, such as referring the issue to the Australian Financial Complaints Authority (AFCA). AFCA provides fair and independent financial services complaint resolution that is free to customers. AFCA has authority to hear certain complaints. AFCA will confirm if they can assist You:

Free Call: 1800 931 678 Email: info@afca.org.au

Mail: Australian Financial Complaints Authority

GPO Box 3 Melbourne VIC 3001

Visit: www.afca.org.au

Further information about Our complaint and dispute resolution process is available by contacting Us.

# To Contact Us

2 Enquiries 1800 882 364

Claims 1800 032 220

Report insurance fraud 1800 237 283

Web swanninsurance.com.au

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