



**Transport
Accident Insurance**
Product disclosure
statement and
policy booklet



THIS PRODUCT IS ISSUED BY

Insurance Australia Limited ABN 11 000 016 722
AFS Licence No. 227681 trading as NRMA Insurance
388 George Street Sydney NSW 2000

The information in this booklet is current at the date of preparation. More up-to-date information may be available by calling 132 132. We will give you a free paper copy of any updates if you request them. If it becomes necessary, we will issue a supplementary or replacement Product Disclosure Statement. This Product Disclosure Statement is prepared and dated 7 June 2006.



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How this Policy works

Transport Accident Insurance provides cover if you, your spouse or a family member suffer bodily injury caused by an accident in Australia while they are:

- ▶ driving, riding in, or getting in or out of a motor vehicle, train, ferry or private pleasurecraft (but not during a race, trial, test or contest);
- ▶ a pedestrian and are struck by a vehicle, motorcycle, scooter, bicycle, train or ferry; or
- ▶ waterskiing or riding a flotation device being towed by a private pleasurecraft (but not during a race, trial, test or contest).


'Vehicle' means a mechanically propelled motor vehicle designed for use on land only, but does not include a motorcycle, scooter, bicycle or quad bike.

'Private pleasurecraft' means a boat which is not used for commercial purposes, but does not include jet skis, jet bikes or any other jet propelled marine craft under 16 feet (4.88metres) (personal watercraft), or purpose built speed boats intended for high speed racing.

Your 'spouse' is your legal or de facto spouse who normally lives with you. 'Family member' means you or your spouse's child(ren) under the age of 18 who normally lives with you.

Transport Accident Insurance provides the following benefits:

- ▶ death benefit for you or your spouse; or
- ▶ defined benefits for specified injury, and/or payments for additional living expenses, and/or loss of earnings for you, your spouse and family member(s).



These combined benefits are available for up to 2 years from the date of the transport accident but are subject to a maximum limit, up to the death benefit amount shown on your Certificate of Insurance current at the time of the transport accident.

When you take out an insurance Policy with us, the cover we agree to provide is set out in your current Certificate of Insurance and described in this Product Disclosure Statement and Policy Booklet (PDS), as well as any supplementary PDS we may issue. Together they make up the terms and conditions of your insurance contract with us. Read them carefully and store them in a safe place.

What this Policy covers

Transport Accident Insurance provides cover for:

- ▶ Death; or
- ▶ Specified injury, and/or
- ▶ Additional living expenses, and/or
- ▶ Loss of earnings

caused by a transport accident in Australia. If the transport accident injury occurs during the currency of your Policy, we can then provide the cover for up to two years from the date of the transport accident.

Any amount we pay under a claim includes GST, subject to special conditions for business (See page 30 for more information about business).

Death Benefit

We cover you or your spouse if:

- ▶ death is caused by a transport accident injury, or
- ▶ within two years:
 - that injury, or
 - medical or surgical treatment for that injury causes the death of you or your spouse

There is no death benefit for the death of a family member(s). We will pay no more in total than the death benefit amount shown on your Certificate of Insurance current at the time of the transport accident.

Death Benefit Amount

From 1st September 2005, we ceased to offer new policies with death benefit amounts of \$50,000 and \$75,000. From this date a death benefit amount of \$100,000 or \$200,000 are the only options available.

Customers who held a policy prior to 1st September 2005 with a death benefit amount of \$50,000 or \$75,000 may stay on this level of cover until further notice.

Specified Injury Benefit

We will pay a benefit as shown in the Specified Injury Benefit Table below, to you, your spouse or a family member who suffers an injury listed on that table as a result of a transport accident. The benefit is payable when a specified injury is sustained within 2 years after this transport accident; and

- ▶ that specified injury is a direct result of this accident; or
- ▶ medical or surgical treatment required as a result of the accident, causes the injured person to suffer a specified injury

The specified injury benefit is paid as a percentage of the death benefit amount shown on your current Certificate of Insurance.

Specified Injury Benefit Table

Specified Injury	% of Death Benefit
Quadriplegia	100
Paraplegia	100
Loss of, or total and permanent loss of sight of, both eyes	100
Loss of, or total and permanent loss of sight of, a useful eye, the other being blind or absent	100
Loss of, or total and permanent loss of sight of, one eye with serious diminution of the sight of the other	75
Loss of, or total and permanent loss of sight of, one eye	50
Total and permanent loss of hearing	75

Total and permanent loss of the power of speech	75
Loss of both feet	100
Loss of leg at or above the knee	75
Loss of leg below the knee	50
Loss of foot	50
Loss of both hands	100
Loss of arm at or above the elbow	75
Loss of arm below the elbow, loss of hand or loss of thumb and four fingers on the one hand	50
Loss of hand and foot	100
Severe and permanent facial disfigurement	50
Loss of genitals, or total and permanent loss of capacity to engage in sexual intercourse	50

'Loss of' in the Specified Injury Benefit Table means amputation or permanent removal.

Except for total and permanent loss of:

- ▶ hearing
- ▶ sight
- ▶ the power of speech, and
- ▶ the capacity to engage in sexual intercourse

Additional Living Expenses Benefit

If you, your spouse or a family member suffers a transport accident injury and within two years after the transport accident which caused it, that injury, or medical or surgical treatment for that injury causes that injured person to reasonably incur:

- ▶ expenses for domestic assistance provided, or
- ▶ expenses for travel taken

which would not otherwise have been incurred, we will pay those reasonable additional living expenses.

For this benefit to be paid, you, your spouse or family member must:

- ▶ provide written evidence establishing the additional living expenses
- ▶ provide proof the additional living expenses resulted from the transport accident injury, and
- ▶ satisfy us that the additional living expenses were reasonably incurred

We will pay no more in total than the death benefit amount shown on your Certificate of Insurance current at the time of the transport accident.

Loss of Earnings Benefit

We will also pay for loss of earnings if you, your spouse or a family member suffers a transport accident injury and within two years after the transport accident which caused it, that injury, or medical or surgical treatment for that injury causes that injured person to suffer loss of earnings.

We will pay a benefit equal to the injured person's actual loss of earnings but no more in total than the death benefit amount shown on your Certificate of Insurance current at the time of the transport accident.

Where the injured person cannot resume the work they did immediately before the transport accident but they can return to work in another position which pays less, we will pay the difference in earnings, for up to 2 years from the date of the transport accident.

For this benefit to be paid, you, your spouse or family member must:

- ▶ provide written medical evidence to show that they are incapacitated so that they are unable to resume the work they did immediately before the transport accident
- ▶ provide evidence establishing their loss of earnings, and
- ▶ provide proof that their loss of earnings resulted from the transport accident injury



Multiple Claims

If a transport accident leads to more than one specified injury, additional living expense and/or loss of earnings by one or more people covered by your policy, a claim can be made for each one, but the most we will pay in total for these claims is the death benefit amount shown on your Certificate of Insurance current at the time of the transport accident. (See pages 29-32 for more information about making a claim).



What we do not cover


General Exclusions

These are the general exclusions that apply to all cover provided by this Policy. They mean you are not covered for:

- ▶ loss or expenses, or
- ▶ injury or death

caused by or arising from:

- ▶ a transport accident outside of Australia
- ▶ any criminal activity
- ▶ the lawful seizure, confiscation, nationalisation or requisition of a vehicle
- ▶ any war, whether war has been formally declared or not, or hostilities, rebellion, riot or civil commotion
- ▶ any act of terrorism that involves any biological, chemical, or nuclear pollution or contamination
- ▶ radioactivity or the use, existence, or escape of any nuclear fuel, nuclear material, or nuclear waste
- ▶ a transport accident intentionally caused by you, your spouse, your family member or a person acting with the express or implied consent of you, your spouse or your family member
- ▶ acts or omissions done with reckless disregard for their consequences by the injured person or a person with their consent
- ▶ the murder or wilful assault of, or the suicide or attempted suicide by you, your spouse or family member

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- ▶ driving, riding in, or getting in or out of a vehicle, train, ferry or private pleasurecraft during a race, trial, test or contest
 - ▶ waterskiing or riding a flotation device being towed by a private pleasurecraft during a race, trial, test or contest.
 - ▶ driving, riding in, or getting in or out of a jet ski, jet bike or any other jet propelled marine craft under 16ft (4.88metres) (personal watercraft) or purpose built speed boats intended for high speed racing.

Death Benefit Exclusions

There is no death benefit for the death of a family member.

If you and your spouse die as a result of the same transport accident, we will only pay the total death benefit amount shown on your Certificate of Insurance current at the time of the transport accident.


Additional Living Expenses Benefit Exclusions

The following additional living expenses are not covered by this Policy:

- ▶ any expenses that are payable by either Medicare or any registered health benefits organisation
- ▶ any fee or charge related to hospital treatment
- ▶ any fee or charge related to medical expenses
- ▶ any fee or charge related to ambulance fees
- ▶ any fee or charge related to ancillary health benefits as defined by the National Health Act 1953.

These include:

- dental aids or appliances
- drugs or medicinal preparations
- chiropractic treatment
- physiotherapy treatment
- home nursing or caring whether provided by a professional carer or not

- 
- supply, maintenance, alteration or repair of spectacles, hearing aids, contact lenses, artificial teeth, eyes, limbs or any prosthesis
 - any medical or surgical equipment or appliances
 - any medical or surgical treatment.

Loss of Earnings Benefit Exclusions

We do not cover any loss of earnings suffered:

- ▶ in the 5 working days following the transport accident, or
- ▶ more than two years after the transport accident.

There is no loss of earnings benefit payable during any period when the injured person is entitled to:

- ▶ sick leave, or
- ▶ workers' compensation benefits.

If you also receive damages or compensation

If we pay you, your spouse or family member additional living expenses or loss of earnings, and either you, your spouse or a family member also receives damages or compensation for those same additional living expenses or loss of earnings (under a statutory scheme or arrangement for motor or transport accidents or workers compensation within Australia) the person we have paid must immediately repay us the amount we have paid them or the amount of those damages or compensation, whichever is less.



Helpline – 24 hour assistance

Helpline is a telephone service that provides assistance and advice 24 hours a day, seven days a week.

You can call Helpline from anywhere in Australia on 132 900. You are entitled to the benefits of Helpline while you have a current Certificate of Insurance and where the Helpline terms and conditions are satisfied.

Benefits that are available

If you are an NRMA Transport Accident Insurance Policyholder, you receive the following benefits.

Illness or injury whilst travelling

If you, your spouse or a family member are in Australia and away from home and suffer an illness or are injured:

- ▶ we will give you, your spouse or a family member access by phone to a trained nurse who may:
 - direct you, your spouse or the family member to a local doctor or medical facility
 - monitor the medical treatment of you, your spouse or the family member who is in hospital
- ▶ we will communicate with relatives or friends on behalf of the ill or injured person
- ▶ will arrange and pay up to \$1,000 (inclusive of GST) for trauma counselling for you, your spouse or a family member, if we agree beforehand that it is required.



Assistance at your home

If you, your spouse or a family member are at your home and have a mishap, be it large or small, the benefits we will provide are:

- ▶ arranging for a qualified tradesperson to give expert advice and assistance over the phone
- ▶ arranging for a reliable tradesperson to give an estimate of the likely repair costs
- ▶ up to \$1,000 (inclusive of GST) for trauma counselling for you, your spouse or a family member which we arrange and pay for, if we agree beforehand that it is required.

Travel assistance

While you, your spouse or a family member are in Australia and away from home we will provide access to a phone service which gives:

- ▶ travel advice and directions
- ▶ assistance in booking of accommodation or making changes to travel arrangements
- ▶ assistance in organising the transfer of your own funds or clothing belonging to you, your spouse or a family member in the event of an emergency (we will not pay any transfer fees).
- ▶ assistance with the cancellation of credit and account access cards and reissuing of tickets if these are stolen or lost
- ▶ an emergency message service.

What you are not covered for

NRMA Helpline Benefits do not cover:

- ▶ any expenses that are payable by either Medicare or any registered health benefits organisation
- ▶ any fee or charge related to hospital treatment
- ▶ any fee or charge related to medical expenses
- ▶ any fee or charge related to ambulance fees

- ▶ any fee or charge related to ancillary health benefits as those terms are used in the National Health Act 1953
- ▶ cancellation fees in respect of airline tickets
- ▶ cancellation fees in respect of accommodation
- ▶ loss of baggage and/or personal effects
- meals or incidental expenses unless specifically stated
- ▶ accommodation unless specifically stated
- ▶ any illness or injury caused by or arising from radioactivity or from the use, existence or escape of any nuclear fuel, nuclear material or nuclear waste
- ▶ loss or damage caused by or arising from any war, whether war has been formally declared or not, or hostilities, rebellion, riot or civil commotion
- ▶ any act of terrorism that involves any biological, chemical, or nuclear pollution or contamination
- ▶ the lawful seizure, confiscation, nationalisation or requisition of any item covered by these terms and conditions
- ▶ loss or damage intentionally caused by you, your spouse or a family member or a person acting with the consent of you, your spouse or a family member.

Claiming a Helpline Benefit

To claim a Helpline Benefit you, your spouse or a family member must contact NRMA Helpline on 132 900.

You must contact us and get our approval before you incur any expenses.

We may require you to pay for the expense and then confirm with us how much you have paid so we can reimburse you.



We will not:

- ▶ pay any expenses you have incurred unless you have contacted us beforehand and we have agreed to pay for them
- ▶ pay more than the maximum benefit amounts outlined in these terms and conditions, regardless of how many NRMA Insurance Policies you hold.

We may refuse a claim if:

- ▶ the incident which gave rise to illness, injury or death was caused by you, your spouse or a family member driving a vehicle whilst under the influence of any alcohol or drug
- ▶ you are not truthful and frank in any statement you make in a claim or in connection with a claim
- ▶ at the time of an incident which results in a claim your vehicle, or the vehicle in which you, your spouse or a family member were travelling, was involved in a race, trial, test or contest.

Other issues that affect your Helpline Benefits

Your co-operation is essential

The NRMA Helpline Benefits will depend on you or any person covered by these terms and conditions giving us any information and help we reasonably require.

This includes giving us further written statements or documents we consider relevant.

We may also require you or any person covered to attend Court to give evidence.

Send us any documents

You must immediately send to us any letters, receipts or notices you receive relating to any incident which resulted or could result in a claim for an NRMA Helpline Benefit.

Notices

Any notice we need to give you will be in writing. It will be effective if it is delivered to you personally or if it is delivered or posted to your address last known to us.



Taking out insurance

What you will need to know before taking out insurance

This PDS explains the cover available as well as your rights and obligations. It also explains what may happen if you do not meet these obligations. Please read it carefully before taking out this insurance.

If you completed and paid for your insurance we will send you a Certificate of Insurance. Please tell us if information is incorrect or missing.

If you are completing an application form, please follow the instructions on the form. If we agree to insure you, we will tell you what you need to do and when and how to pay your premium. Do not send us any money until we ask for it.

Please put this booklet somewhere safe for future reference.

What you will need in order to apply for insurance

When you apply for insurance you will need to give us information about you, your spouse and family members. Information we need will include your full name, address and date of birth. We need to collect, use and disclose your personal information in order to consider your application, to provide the cover you have chosen, to administer the Policy and assess any claim.

What makes up your Insurance Contract

Your Transport Accident Insurance Policy is a contract between you and us. In return for payment of your premium, we will give you the cover described in this booklet.

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Your contract is made up of:

1. this Product Disclosure Statement and Policy booklet (including any supplementary PDS we may issue)
2. your current Certificate of Insurance

Together these set out the terms and conditions that apply to your Transport Accident Insurance. Please read them carefully.

What is your current Certificate of Insurance

Your current Certificate of Insurance is the most recent Certificate you were given. It sets out the details that are specific to your Transport Accident Insurance.

We will give you a current Certificate of Insurance:

- ▶ after you have paid your premium and we agree to cover you or,
- ▶ if any of the terms and conditions that apply to your Policy are changed.

Your Duty of Disclosure

When you take out, amend or renew a Policy with us, you have an obligation to answer our questions truthfully and provide us with any information that could reasonably affect our decision to insure you. This is called your Duty of Disclosure.

What you need to tell us

When answering our questions, you must be honest and you have a duty under law to tell us anything known to you, and which a reasonable person in the circumstances, would include in answer to the questions. We will use the answers in deciding whether to insure you and anyone else to be insured under the Policy, and on what terms.

Who needs to tell us

It is important that you understand you are answering our questions in this way for yourself and anyone else whom you want to be covered by this Policy.

If you do not tell us

If you do not answer our questions in this way, we may reduce or refuse to pay a claim, or cancel the Policy. If you answer our questions fraudulently, we may refuse to pay a claim and treat the Policy as never having been in place.

Privacy of your personal information


We are committed to handling your personal information in accordance with the Privacy Act.

Collection, use and disclosure of your personal information

We need to collect, use, and disclose your personal information in order to consider your application for a Transport Accident Insurance Policy and to provide the cover you have chosen, administer the Policy, and assess any claim. You can choose not to provide us with some or all of your personal information, but this may affect our ability to provide the cover chosen.

By providing your personal information to us you acknowledge and consent that:

- ▶ we can collect and use your personal information for the following purposes:
 - to assess your current and any subsequent application; underwrite, price and issue any policy issued to you by us or our related entities;
 - administer the policy; calculate or offer discounts;
 - and to investigate, assess and pay any claim made by or against you;
- ▶ for these purposes we can collect your personal information from, and disclose it on a confidential basis to, the following:
 - our related entities; our distributors; NRMA Motoring & Services* (NSW/ACT customers only), other insurers; insurance reference bureaus; law enforcement agencies; investigators and recovery agents; lawyers; assessors; repairers and suppliers; advisers; and/or the agent of any of these; and

- 
- ▶ you represent to us that where you provide personal information to us about another person, you are authorised to provide that information to us, and that you will inform that person (unless doing so would pose a serious threat to the life or health of any individual) who we are, how we use and disclose their information, and that they can gain access to that information.

Marketing purposes

We are committed to providing you with access to a range of leading products and services. In order to do this we will use your personal information to offer you other products and services. We may disclose your personal information on a confidential basis to our related entities or to NRMA Motoring & Services* (NSW/ACT customers only), so that they can also offer you products and services.

By providing your personal information to us you acknowledge that, and consent to:

- ▶ us collecting and using your personal information to contact you for market research and to provide you information and offers about products and services offered by us and our related entities, NRMA Motoring & Services* (NSW/ACT customers only) and its related entities and by other organisations and to any agent of these that we promote;
- ▶ us disclosing your personal information on a confidential basis for these marketing purposes to our related entities, to NRMA Motoring & Services* and its related entities (NSW/ACT customers only) and to any agent of these;
- ▶ you will inform us if you do not want your personal information to be used and disclosed for these marketing purposes.

* trading name of National Roads and Motorists' Association Limited ABN 77 000 010 506, a separate and unrelated company.

Access to personal information

You may request access to the personal information which we hold about you. Details on how to request access to your personal information are available in the Privacy Charter, by contacting any NRMA office or by calling us on 132 132.

Our Privacy Charter

Further information on how we and our related entities handle your personal information is explained in our Privacy Charter including:

- ▶ how to contact us regarding Privacy
- ▶ how to inform us to change, cancel or re-activate your marketing consent
- ▶ how to access your personal information

A copy of our Privacy Charter is available at any NRMA office or at nrma.com/privacy

General Insurance Code of Practice

In July 1996, the Insurance Council of Australia introduced the General Insurance Code of Practice. The Code is self-regulatory and aims to raise the standards of practice and service in the general insurance industry.

The Code encourages all general insurance companies to meet set standards in:

- ▶ training of employees and agents
- ▶ policy documentation
- ▶ claims handling, and
- ▶ dispute resolution

We support the Code and are committed to continually reviewing our operations to ensure compliance.



Resolving a complaint

Step 1

In the first instance, talk to us by phoning a consultant. If they are unable to resolve the matter for you, they will refer you to a manager.

Step 2

If the matter is still not resolved, we will put you in contact with our Customer Relations Department.

Step 3

If you are still not happy, you can seek an external review of the decision.

Customer Relations can provide you with information on some options available to you so that you can decide which one suits your needs. You may wish to take your complaint to a legal adviser or an independent external body such as the Insurance Ombudsman Service Limited. (See pages 23-24 for information about resolving a complaint about your claim).

Resolving a complaint about your claim

Step 1

If you do not agree with how we have assessed your claim, speak with the consultant managing your claim. If they are not able to resolve your matter, your Claims Centre Manager can help.

Step 2

If your complaint is still not resolved, you can request a review by our Claims Dispute Resolution Department who will conduct a review of your complaint and advise you of the final decision within 15 working days. If they need longer to review your matter, they will explain the reasons why.



Step 3

If we have been unable to satisfactorily resolve your complaint, you may wish to take your complaint to your legal adviser or an independent external body such as the Insurance Ombudsman Service Limited.

Our Claims Dispute Resolution Department can advise you of external options available to you, which will help you to decide which option suits your needs.

Cost of the Policy and paying for insurance

Cost of your Policy

Calculating your premium

The cost of your Policy is made up of your premium, plus any applicable Government taxes such as GST, stamp duties or charges payable by you. These will be shown on your current Certificate of Insurance. In some cases, we will refer to this whole amount as your 'premium'. This premium can only be paid on an annual basis.

From 1st September 2005, we ceased to offer new policies with death benefit amounts of \$50,000 and \$75,000. From this date a death benefit amount of \$100,000 or \$200,000 are the only options available.

Customers who held a policy prior to 1st September 2005 with a death benefit amount of \$50,000 or \$75,000 may stay on this level of cover until further notice.

The amount of the annual premium payable for each level of cover by the relevant state is as follows:

Death Benefit Cover of \$50,000

State	Premium	GST	Stamp Duty*	Total Annual premium
NSW	\$49.86	\$4.99	\$4.94	\$59.79
ACT	\$49.86	\$4.99	\$5.48	\$60.33
QLD	\$49.86	\$4.99	\$4.11	\$58.96

Death Benefit Cover of \$75,000

State	Premium	GST	Stamp Duty*	Total Annual premium
NSW	\$61.97	\$6.20	\$6.14	\$74.31
ACT	\$61.97	\$6.20	\$6.82	\$74.99
QLD	\$61.97	\$6.20	\$5.11	\$73.28

Death Benefit Cover of 100,000

State	Premium	GST	Stamp Duty*	Total Annual premium
NSW	\$74.60	\$7.46	\$7.39	\$89.45
ACT	\$74.60	\$7.46	\$8.21	\$90.27
QLD	\$74.60	\$7.46	\$6.15	\$88.21

Death Benefit Cover of \$200,000

State	Premium	GST	Stamp Duty*	Total Annual premium
NSW	\$115.28	\$11.53	\$11.41	\$138.22
ACT	\$115.28	\$11.53	\$12.68	\$139.49
QLD	\$115.28	\$11.53	\$9.51	\$136.32

* Stamp Duty may change from time to time. In ACT Stamp Duty is referred to as Tax.



Paying your premium

Your premium can only be paid for in one lump sum on an annual basis by cash, cheque, credit card or EFTPOS. However, if your payment is dishonoured or not received by the due date (including any Government charges, stamp duties or taxes) this Policy will not operate. This means you will not be covered if you make a claim.

Excess

An excess is an amount you contribute towards the cost of a claim. No excess is payable if you make a claim under this Policy.

What happens if you do not pay the cost of your Policy

Before we can give you any insurance cover, the total annual premium of your Policy must be paid, this is the cost of your policy. When your Policy is first issued to you, we may give you up to 21 days to pay.

If you cancel your insurance other than under the 21 day cooling-off period, a cancellation fee may apply. If you are entitled to a refund of any amount you have paid, the cancellation fee will be deducted from your refund amount.

21 day cooling-off period

If you are not satisfied with your Policy, you have a cooling-off period that allows you to cancel your Policy within 21 days of the Policy being issued.

You can do this by notifying us within 21 days of the Policy being issued. We will give you a full refund of the premium (including any Government stamp duties or charges) you have paid. Your cooling-off right does not apply if you make a claim under your insurance.

Making changes to this Policy

Changing your Policy details

If you want to change information on your Policy, (such as your name or address) you need to phone us or write to us. The change will be effective if:

- ▶ we agree to make the change
- ▶ you pay us any additional premium we may ask for, and
- ▶ we give you a new Certificate of Insurance.

Notices

We will give you any notice in writing. It is effective if it is delivered or posted to your address last known to us. It is important that you tell us of any changes of address as soon as possible.

If you want to cancel this Policy

You can cancel this Policy by telling us in writing or by phone. We will deduct from the premium you paid, an amount that covers:

- ▶ the period you have been insured for
- ▶ our \$20.00 cancellation fee, and
- ▶ stamp duty

then pay you what is left of the premium. (See page 35 for details of your 21 day cooling-off period).

If we want to cancel your Policy

We will write to the postal address last known to us. We will deduct from the premium you paid us an amount that covers the period you have been insured for and stamp duty and then pay you what is left of the premium.



Making a Claim

If you, your spouse or family member covered by the policy need to make a claim, call us on 131 123. Before we can give any of the insurance cover described in this Policy, a claim form must be promptly completed and lodged with us. We will provide you with a claim form to do this.

How you must co-operate

Where a claim is made, we depend on your co-operation and the co-operation of your spouse and other family members covered by the policy.

This means you must:

- ▶ give us any written statements or documents we consider relevant
- ▶ permit one or more examinations of the injured person by one or more medical practitioners nominated by us
- ▶ give us written evidence of loss of earnings, for example, the injured person's most recent Group Certificate
- ▶ give us written evidence of the additional living expenses
- ▶ give us a medical certificate from a qualified medical practitioner describing the condition of the injured person and when they will be fit to return to work
- ▶ give us written confirmation from the Police or operator of the train, tram, monorail, ferry or bus that the transport accident took place

- ▶ obtain from the injured person's employer, the name of their workers' compensation insurer and advise us in writing of the insurer's name
- ▶ attend court to give evidence.

You have an obligation under this Policy to do all these things even if we have settled your claim. We may attempt to recover the amount we have paid to you if we find that someone else is responsible for your loss or damage. We will do this in your name.

You, your spouse and family members must help us even if we have paid a claim. We may attempt to recover the amount of our payment from another party if they were responsible for the loss. We will do this in the name of the person we have paid.

If you are in a business that is registered or required to be registered for GST purposes

Information you must give us

We may require you to provide the following:

- ▶ your Australian Business Number (ABN)
- ▶ the extent (expressed as a percentage) to which you have claimed or are entitled to claim an input tax credit on the premium you have paid.

How GST affects any payments we make

If you are:

- ▶ registered or required to be registered for GST, and
- ▶ entitled to an input tax credit

we will reduce any amount we pay under a claim by an amount equal to your input tax credit entitlement.

Who can claim

Claims may be made by you, your spouse or your executor/administrator. The maximum amount that we will pay in total for a transport accident is the death benefit amount shown on your Certificate of Insurance current at the time of the transport accident.

.....

This amount applies no matter how many deaths, specified injuries, additional living expenses or earnings losses arise out of that transport accident.

This may mean that some claims may not be paid in full or at all because the cover provided by this Policy in relation to a transport accident has been exhausted.

How we settle claims

Death Benefit

The death benefit is available to you or your spouse. A claim for death benefit may be lodged by you, your spouse or your executor/ administrator and will be paid in one lump sum.

Specified Injury Benefit

The specified injury benefit is available to you, your spouse or family member. A claim for a specified injury may be lodged by you or your spouse.

If a claim is to be lodged for a family member, you or your spouse must do this on their behalf. The specified injury benefit will be paid in one lump sum.

Additional Living Expenses Benefit

The additional living expenses benefit is available to you, your spouse or family member. A claim for additional living expenses may be lodged by you or your spouse. If a claim is to be lodged for a family member, you or your spouse must do this on their behalf. We may choose to make either periodic payments or a lump sum payment to the injured person.

Loss of Earnings Benefit

The loss of earnings benefit is available to you, your spouse or family member. A claim for loss of earnings may be lodged by you or your spouse. If a claim is to be lodged for a family member, you or your spouse must do this on their behalf. We may choose to make either periodic payments or a lump sum payment to the injured person. Please note that income tax may be payable on the loss of earnings benefit.

When we may refuse a claim

We may refuse a claim, cancel this Policy, or do both if, at the time of the transport accident which results in a claim:

- ▶ the injured person was a pedestrian and was under the influence of any alcohol or drug
- ▶ the injured person was driving a vehicle, train, ferry, or private pleasurecraft while they were:
 - under the influence of any alcohol or drug or
 - not licensed to drive it or
 - in a race, trial or contest
- ▶ the injured person was a waterskier or being towed on a flotation device and was:
 - under the influence of any alcohol or drug or
 - not wearing an approved lifejacket or personal flotation device or
 - in a race, trial, test or contest
- ▶ the injured person was riding in, entering or alighting from a vehicle or private pleasurecraft which was:
 - being driven by a person who was under the influence of any alcohol or drug or
 - being driven by a person who was not licensed to drive it or
 - being used in a race, trial, test or contest.

But we will cover the injured person if we agree that they had no reason to suspect the driver was:

- ▶ under the influence of any alcohol or drug or
- ▶ not licensed to drive that vehicle or private pleasurecraft.



Glossary

Some words have a special meaning in this Policy and are explained below.

de facto

means a person living with another in what we determine to be a genuine domestic relationship.

event

includes a series of events arising out of the one incident.

family member

means your or your spouse's child(ren) under the age of 18 who normally lives with you.

ferry

is a water ferry or water taxi licensed or registered for carrying members of the public.

flotation device

means a device specifically manufactured and designed to be towed by a boat such as an inflatable device or other similar device. It does not include the use of a tyre inner tube, waterski, wake board, knee board, slalom ski, parasail, hang-glider or similar aerial device, sailboard, surfski or similar object.

GST

means the Goods and Services Tax imposed under a GST Law. GST Law means the same as it means in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

illness

means unexpected illness which we decide is serious or disabling and requiring treatment by a qualified medical practitioner.

incident

is a single occurrence or a series of occurrences arising out of the one event.

injured person

means you, your spouse or a family member who suffers a transport accident injury and in respect of whom a claim is made.

injury

means bodily injury caused by accidental and external means during the period of cover and requiring treatment by a qualified medical practitioner.

motorcycle

is a motor vehicle with two or three wheels or quad bike that is mechanically propelled and is designed for use on land.

omission

is a failure to act and includes a failure to do or say something.

premium

is the amount you pay for your insurance. It is shown on your current Certificate of Insurance.

private pleasurecraft

means a boat which is not used for commercial purposes, but does not include jet skis, jet bikes or any other jet propelled marine craft under 16 feet (4.88 metres) (personal watercraft) or purpose built speed boats intended for high speed racing.


race

means any contest of speed, whether an organised sporting event or not.

specified injury

is one or more of the injuries set out on the Specified Injury Benefit Table on pages 7-8 of this Policy.

train

is a railway train, tram or monorail licensed or registered for carrying members of the public or goods.

transport accident

means an event occurring during the currency of this Policy while you, your spouse, or a family member:

1. driving, riding in, entering or alighting from a:

- ▶ vehicle
- ▶ train
- ▶ ferry or
- ▶ private pleasurecraft

in Australia

2. is a pedestrian and is struck by a

- ▶ vehicle
- ▶ motorcycle
- ▶ scooter
- ▶ bicycle
- ▶ train, or
- ▶ ferry

in Australia.

3. waterskiing or riding a flotation device being towed by a private pleasurecraft. But transport accident does not include waterskiing or riding a flotation device towed by a private pleasurecraft during a race.

transport accident injury

means bodily injury or injuries caused by:

- ▶ accidental and external means, and
- ▶ in connection with a transport accident.

vehicle

means a mechanically propelled motor vehicle designed for use on land only, but does not include a motorcycle, scooter, bicycle or quad bike.

waterskiing

means travelling on the surface of the water, either barefoot, on waterskis, a wake board, knee board, or on a slalom ski while being towed by a boat. It does not include the use of any flotation device, parasail, hang-glider or similar aerial devices, sailboard, surfski or similar object.

us, we and our

is the product issuer named on the inside front cover of this booklet.

FRAUD HOTLINE

A significant number of insurance claims are fraudulent. This not only leads to increased premiums for customers, but thousands of dollars are spent each year investigating fraudulent claims. Help stop insurance fraud by calling our hotline 1800 A FRAUD – 1800 237 283. If you choose to give your name it will be held in the strictest confidence.



Contact

Enquiries **132 132**

Claims **131 123**

Helpline **132 900**

Report insurance fraud **1800 237 283**

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