

Journey PAJ2014-V1

Issued to clients of VMIA

For the period 30 June 2014 to 30 June 2015

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Important definitions

For the purpose of this Policy, the following important definitions apply:

Deferral/Excess Period is the period stated in the Schedule during which no Benefits are payable for Temporary Total or Partial Disablement.

Guaranteed Income means Your Income that you can prove or substantiate.

Income means

1. If You are an employee, Your gross weekly rate of pay exclusive of bonuses, commission, overtime payments and any allowances;
2. If You are not an employee, Your gross weekly Income derived from personal exertion after deducting any expenses necessarily incurred by You in deriving that Income.

Injury means bodily Injury resulting from an accident which is an external event that occurs fortuitously to the Insured Person during the Period of Insurance and results in any of the Insured Events specified in the Table of Benefits within twelve (12) calendar months from the date thereof.

Injury does not include:

- a) any consequences of an Injury which are ordinarily described as being a disease, including but not limited to any congenital condition, heart condition, stroke or any form or cancer;
- b) an aggravation of a pre-existing Injury;
- c) any other Pre-Existing Condition;
- d) any degenerative condition.

Insured persons are any persons nominated by You for the insurance cover selected by You and with respect to whom a premium has been paid.

Loss of use means loss of, by physical severance, or total and permanent loss of the effective use of the part of the body referred to in the Table of Benefits.

Period of insurance means the period stated in the Schedule.

Permanent in relation to disablement means disablement lasting at least twelve (12) consecutive months, and at the end of that time being beyond hope of improvement.

Pre-existing condition means a condition in respect of which the Insured Person was aware of (whether diagnosed or not) or has sought treatment for prior to the inception of his or her Policy.

Salary means

1. Your Guaranteed Income for the twelve (12) months following the Injury;
2. If You have no Guaranteed Income for the twelve (12) months following the Injury, then the average of Your Income (as defined) for the preceding twelve (12) months or over such shorter period provided You have been continuously employed or engaged in Your occupation or business for a period of at least three (3) months.
3. If you do not meet 1 or 2 above, then your salary shall be Nil.

Schedule includes any current Schedule or renewal or variation of this Policy.

Temporary partial disablement means disablement which entirely prevents You from carrying out a substantial part of the duties normally undertaken by You in connection with Your usual occupation or employment.

Temporary total disablement means disablement which entirely prevents You from engaging in Your usual occupation or employment.

The Company or we/our/us means, Victorian Managed Insurance Authority ABN 39 682 497 841 of 35 Collins Street, Melbourne, Victoria, 3000, Australia, herein after known as VMIA.

Total disablement means disablement which entirely prevents You from engaging in Your usual occupation or employment, or any other occupation or employment for which You are suited by reason of education, training, experience, or skill, or if not employed, from engaging in any and every occupation for the remainder of Your life.

You/Your is the Insured Person named in the Schedule. If the Insured is not the Insured Person, then YOU/YOUR in connection with the payment of premium, the General Conditions and receipt of Benefits means the Insured and in connection with the circumstances in which entitlement to Benefits arise means the Insured Person.

Extent of cover

If, as a result solely and directly of Injury, You suffer from Temporary Total Disablement or any of the following Insured Events set out in the Table of Benefits We will pay The Compensation set out in that Table.

However, all Insured Events including Disablement must occur within twelve (12) months of the date of the Injury.

Scope of cover

Cover under this policy applies whilst an Insured Person is travelling directly between his/her place of residence and place of business subject to no cover being granted where there is a valid Victorian WorkCover Authority compensation claim covering the same event.

Coverage in respect to:

- a) Capital Benefits (Events 1 – 19 & 22) are payable in addition to Transport Accident Commission compensation
- b) Weekly Benefits (Events 20 & 21) are reduced by the sum of Transport Accident Commission entitlements

Table of benefits

Insured events		The Compensation being a percentage of the Sum Insured or the Sum Insured stated in the Schedule
Injury resulting directly in:		
1	Death	100%
2	Permanent Total Disablement	100%
3	Permanent and incurable paralysis of all limbs	100%
4	Permanent Total Loss of sight of both eyes	100%
5	Permanent Total Loss of sight of one eye	100%
6	Permanent Total Loss of use of two limbs	100%
7	Permanent Total Loss of use of one limb	100%
8	Permanent and incurable insanity	100%
9	Permanent Total Loss of hearing in: a) Both Ears b) One Ear	80% 20%
10	Permanent Total Loss of four fingers and thumb of either hand	80%
11	Permanent Total Loss of the lens of one eye	60%
12	Permanent Total Loss of use of four fingers of either hand	50%

Insured events		The Compensation being a percentage of the Sum Insured or the Sum Insured stated in the Schedule
13	Third degree burns and/or resultant disfigurement which covers more than 40% of the entire external body	50%
14	Permanent Total Loss of use of one thumb of either hand a) both joints b) one joint	30% 15%
15	Permanent Total Loss of use of fingers of either hand a) three joints b) two joints c) one joint	10% 7.5% 5%
16	Permanent Total Loss of use of toes of either foot a) all – one foot b) great – both joints c) great – one joint d) other than great, each toe	15% 5% 3% 1%
17	Fractured leg or patella with established non-union	10%
18	Shortening of leg by at least 5cm	7.5%
19	Permanent Disability not otherwise provided for under Insured Events 9 to 18 inclusive	See Note below
	Such percentage of the Sum Insured as We shall in Our absolute discretion determine and being in Our opinion not inconsistent with the Compensation provided under Insured Events 9 to 18 inclusive. The maximum amount payable is \$50,000	
20	Temporary Total Disablement	See Note below
	During such disablement, the Weekly compensation as specified or 95% of Your Salary as defined whichever is the lesser.	
21	Temporary Partial Disablement	See Note below
	40% of the amount payable for Insured Event 20	
22	Broken Bone Benefits a) Neck or Spine (full break) b) Hip, Pelvis c) Skull, shoulder blade d) Collar bone, upper leg e) Upper arm, kneecap, forearm, elbow f) Lower leg, jaw, wrist, cheek, ankle, hand, foot g) Ribs	\$2,000 \$500 \$200 \$200 \$150 \$100 \$100

Insured events		The Compensation being a percentage of the Sum Insured or the Sum Insured stated in the Schedule
	h) Finger, thumb, toe	\$50
	Maximum compensation any one accident	\$2,000

General conditions and limitations

1. Compensation shall not be payable for more than one of the Insured Events 1-19 in respect of the same Injury, in which case the highest Compensation will be payable.
2. Any Compensation payable for Insured Events 1-19 shall be reduced by any sum already paid for Insured Events 20 and 21 in respect of the same Injury.
3. Compensation payable to Insured Persons under eighteen (18) years of age for Insured Events 1-19 shall be 10% of the minimum Sum Insured stated in the Table of Benefits unless otherwise specified.
4. Weekly Compensation for Temporary Total Disablement shall be limited to the Sum Insured stated in the Schedule or 95% of Your Salary, whichever is the lesser. If You receive benefits/income from any other source Our payments will be reduced by that amount and We will pay the difference up to 95% of Your Salary. If you redeem or commute or settle your entitlement to benefits/income from any other source, Our payments under this Policy will immediately cease.
5. We will pay one-seventh (1/7th) of the Weekly Compensation for each day of Disablement where Disablement lasts for less than a week.
6. No Weekly Compensation shall be payable for Disablement during the Deferral/Excess Period.
7. No further compensation will be payable under this Policy and all cover under this Policy will cease if:
 - 7.1 You become entitled to the payment of a Sum Insured being 100% of the Sum Insured stated in the Schedule.
 - 7.2 You become entitled to the payment of Weekly Compensation for the maximum period stated in the Schedule. The maximum period is one hundred and four (104) weeks from the date you first become entitled to the payment of Weekly Compensation except for persons sixty (60) years and over where the benefit period is fifty-two (52) weeks. Should You become entitled to Weekly Compensation at the age of fifty-nine (59) Your benefit period ceases when You turn sixty-one (61). The benefit period ceases at the expiration of the maximum period. The maximum period commences from the time You first sought medical attention following Injury.
 - 7.3 You become entitled to both a Sum Insured as stated in the Schedule and Weekly Compensation and You are paid 100% of the Sum Insured stated in the Schedule and Weekly Compensation for the total period stated in the Schedule.
8. No Compensation is payable unless as soon as possible after the happening of any Injury You obtain and follow medical advice from a legally qualified medical practitioner. Your benefit commences from the time You first sought medical attention following Your Injury.
9. You must give Us immediate written notice if You take out any other insurance with any insurer providing for Weekly Compensation of a similar kind which, together with this insurance, will exceed Your Earnings.
10. Written notice of claim must be given to Us within thirty (30) days after the occurrence of any circumstances giving rise to a claim or as soon thereafter as is reasonably possible.
11. Upon receipt of a notice of claim, We shall submit Our usual claim form for completion. We shall not be liable to make any payment under this Policy unless the claim form is properly completed and all information reasonably required by Us has been furnished at Your expense.
12. The benefits of this policy depend on You or any person covered by this policy giving Us any reasonable information and help We require. This includes giving Us written statements of documents We consider relevant. We may also require You or any person

- covered by this policy to attend Court to give evidence. You must help Us even when We have paid Your claim. If You do not co-operate Your payments may be suspended.
13. We may at Our own expense conduct any medical examination or examinations or arrange for an autopsy to be carried out. We may also at any time during Your claim ask for further information or appoint a person to conduct further enquiries into the nature and circumstances of the claim.
 14. We may request a progressive claim form be completed by Your attending physician or specialist.
 15. No action at law shall be brought to recover on this Policy prior to the expiration of sixty (60) days after Our reasonable requirements in connection with a claim have been met. No such action shall be brought after the expiration of three (3) years after the date of the Injury giving rise to the claim.

No action at law or equity shall be brought or maintainable unless and until the parties have first participated in a formal mediation process before a mediator appointed by agreement or failing that by the president of the law society of that state the claimant ordinarily resides. The costs of any mediator shall be borne equally by the parties.
 16. This Policy may be cancelled by You at any time by giving Us written notice, in which case We shall retain a proportion of the premium calculated at Our usual short-term rates for the time the Policy has been in force. We may cancel this Policy in accordance with the provisions of the *Insurance Contracts Act*. Upon cancellation by Us, We shall refund a proportion of the premium paid calculated by reference to the unexpired Period of Insurance.
 17. All cover under this Policy shall cease upon Your attaining the age of sixty-five (65) unless otherwise indicated on the Schedule.
 18. All Weekly Compensation shall be paid monthly in arrears.
 19. All compensations shall be paid to You, or in the case of Your death, to Your legal personal representative.
 20. If a sum is shown in the Schedule as being the Aggregate Limit of Liability, We shall not be liable to pay Compensation under this Policy totalling in all more than the Aggregate Limit of Liability Sum Insured for all claims arising under this Policy during the Period of Insurance shown in the Schedule, including any current Schedule.
 21. Any claim or benefit paid under this policy will be paid in Australian dollars.

General exclusions

No Compensation is payable under this Policy for any Insured Event resulting from Injury:

1. which is deliberately self-inflicted or caused by You, including suicide or attempted suicide whether sane, insane or under any mental distress;
2. which occurs as a result of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any Government or Public or Local Authority;
3. which results from You engaging in air travel except as a passenger in any properly licensed aircraft;
4. which results from You engaging in or taking part in naval, military or air force service or operations;
5. which results from You engaging in or taking part in or training for professional sports of any kind;
6. which is attributable wholly or partly to childbirth or pregnancy or the complications of these;
7. which occurs as a result of the use, existence or escape of nuclear weapons material or ionising radiation from or contamination by radioactivity from any nuclear fuel or nuclear waste from the combustion of nuclear fuel;
8. which is a sexually transmitted disease, or Acquired Immune Deficiency Syndrome (AIDS) disease or Human Immunodeficiency Virus (HIV) infection;
9. which results from a criminal or illegal act committed by You;
10. which results from You being under the influence of alcohol or an illegal drug or there is more alcohol or drugs in Your blood than the law permits;
11. which results from You directly or indirectly suffering from stress, depression, anxiety or any psychosomatic, psychological, psychotic, mental or nervous disorder;
12. which results from any Pre-Existing Condition;
13. where You receive sick leave payments;
14. which results from any code of football;
15. which results from losses arising from nuclear, chemical or biological terrorism. Terrorism includes, but is not limited to, any act, preparation in respect of action or threat of action, designed to:
 - a) influence a government or any political division within it for any purpose, and/or
 - b) influence or intimidate the public or any section of the public with the intention of advancing a political, religious, ideological or similar purpose;
16. which results from racing and/or time trials of any form, other than on foot.

Privacy statement

VMIA is committed to protecting your privacy. Any personal information collected, handled, stored or disclosed about you through our services will be managed in accordance with the *Victorian Managed Insurance Act 1996*, *Information Privacy Act 2000* and the *Health Records Act 2001*.

Personal information means information or an opinion that is recorded about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

Collection and use of Personal Information

VMIA will only collect and record personal information via this website if it is provided directly to us and is necessary for us to perform our functions or activities; for example VMIA will need to collect personal information, to send requested information, or to act on feedback provided. In particular, personal information is collected in the following situations:

- when you send us an email
- when you use our online services, such as completing a form electronically
- when you register as a site user
- when you provide feedback by email or by using the feedback form on our website.

Access and Correction

If you:

- want to have access to the personal information (if any) that we hold about you
- want to know more about what sort of information we hold, for what purposes and how we deal with that information
- believe that personal information that we hold about you is not accurate, complete and up to date; or
- have concerns about your privacy rights,

please contact VMIA's Information Privacy Officer on 03 9270 6912.