Professional Indemnity Insurance Policy

(Policy number CSO-PI-2023)

Issued to Community Service Organisation (Health) clients of VMIA

For the period 1 July 2023
to 30 June 2024



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Victorian Managed Insurance Authority (VMIA) acknowledges the Traditional Custodians of the land on which we do business and we pay our respects to Elders past, present and emerging. We acknowledge the important contribution that Aboriginal and Torres Strait Islander peoples make in creating a thriving Victoria.

About this Insurance Policy

This **Policy** incorporates the Schedule, Conditions, Exclusions, Definitions and Endorsements (if any) and any other terms herein (**Policy**) which are to be read together, and any word or expression to which a specific meaning has been given in any part of this **Policy** shall bear this meaning wherever it may appear unless such meaning is inapplicable to the context in which such word or expression appears.

The Victorian Managed Insurance Authority (VMIA) is a statutory authority established under section 5 of the Victorian Managed Insurance Authority Act 1996 (Vic) (VMIA Act). Its functions, as set out in section 6 of the VMIA Act, include acting as an insurer for, or providing insurance services to, Government departments and participating bodies.

The **Named Insured** are community based organisations receiving funding from the Victorian Government.

In addition to providing funding to the **Named Insured**, the Victorian Government has undertaken to arrange Professional Indemnity insurance on behalf of the **Named Insured** via its insurer, VMIA.

This **Policy** sets out the insurance Victorian Government has arranged for the **Named Insured** through VMIA.

1. Schedule

Policy Number:	CSO-PI-2023
Named Insured:	State Government of Victoria funded Community Service Organisations.
Organisation:	As declared on the Certificate of Currency
Period of Insurance:	From: 01 July 2023 at 12:00:01am Australian Eastern Standard Time To: 30 June 2024 at 11:59.59pm Australian Eastern Standard Time
Business:	All authorised activities of Community Service Organisations originating within Victoria (irrespective of how the activities may be funded).
Limit of Liability:	$20,000,000 any one claim and in the aggregate in any one Period of Insurance per organisation, subject to non-accumulation (refer to Condition 6.21)
Excess:	Nil
Retroactive Date:	1 January 1987, excluding known claims and circumstances
Nominated State:	Victoria, Australia
Terrotorial Limit(s):	Anywhere in Australia but only in respect of activities connected with the Business of the Named Insured in Victoria and not in respect of the Insured's interstate operations unless otherwise agreed by VMIA.

For and on behalf of

Victorian Managed Insurance Authority



Angela Kelly
Chief Insurance Officer

Dated: 01 July 2023

2. Insuring Clause

Subject to the limitations (including the **Limit of Liability**), terms and conditions, exclusions and warranties incorporated herein the Victorian Managed Insurance Authority (VMIA) agrees as follows:

a. to indemnify the **Insured** against all sums which the **Insured** shall become legally liable to pay as a result of any claim or claims first made against the **Insured** jointly or severally and notified to VMIA during the **Period of Insurance** by reason of any **Wrongful Act** committed in the course of the **Business** and which amounts to a breach of professional duty. Where the one **Wrongful Act** results in more than one claim against the **Insured** which is the subject of indemnity under this clause, all such claims shall jointly constitute one claim under this clause.

b. in addition:

   i. Loss of Documents

      If during the **Period of Insurance** the **Insured** shall first discover that any **Documents** the property of or entrusted to the **Insured**, which may be now or hereafter be, or be supposed or believed to be, in the custody of the **Insured**, or in the custody or any other person to or with whom such **Documents** have been entrusted, lodged or deposited by the **Insured** in the ordinary course of business, have while within Australia been destroyed, damaged, lost or mislaid and after diligent search cannot be found, VMIA shall indemnify the **Insured** against:

      A. legal liability which may attach to the **Insured** in consequence of such **Documents** having been so destroyed, damaged, lost or mislaid; and

      B. costs and expenses of whatsoever nature incurred by the **Insured** in replacing or restoring such **Documents** provided that such costs and expenses shall be supported by accounts approved by a competent person nominated by VMIA,

      provided always that no indemnity shall be afforded in respect of any loss brought about by wear and tear and other gradually operated causes;

   ii. Competition and Consumer Act 2010 (Cth)

      VMIA will indemnify the **Insured** in respect of claims for damages or compensation made against the **Insured** under the terms of the Competition and Consumer Act 2010 (Cth) (as amended or replaced from time to time) or similar legislation in Australian states which arise from misleading or deceptive conduct;

   iii. Coronial inquiries

      VMIA will indemnify the Named Insured for legal costs and expense incurred by the Named Insured, with the prior written consent of VMIA, arising out of the representation of the Named Insured at a coronial inquiry;

   iv. Fund raising

      VMIA will indemnify any officially recognised auxiliary, association, foundation, trust or fund raising committee which is attached to or represents the Insured in connection with charitable and fund raising activities carried out for the benefit of the Insured and to indemnify persons associated with the Insured in respect of liability arising in connection with such activities;

   v. Sporting or social clubs

      VMIA will indemnify the committee of any sporting or social club formed by the staff of the Insured for the purpose of social and or recreational activities;

   vi. Continuous cover

      Notwithstanding Exclusion 7.7, where the Insured:

      A. first became aware of facts or circumstances as described in Condition 6.6 prior to the **Period of Insurance**; and

      B. had not notified VMIA or any previous insurer of such facts or circumstances prior to the **Period of Insurance**, then:

         I. in the absence of fraudulent non-compliance with the **Insured's** duty of disclosure or fraudulent misrepresentation by the **Insured** in respect of such facts or circumstances; and

II. provided the **Insured** has been continuously **Insured** under a professional indemnity **Policy** issued by VMIA between the time when the **Insured** first became aware of such facts or circumstances and the time during the **Period of Insurance** when the **Insured** first notified such facts or circumstances to VMIA,

VMIA will accept notification of such facts or circumstances, or any claim arising from such facts or circumstances, during the **Period of Insurance**.

The indemnity provided will be on the terms of this **Policy**, save that the applicable **Limit of Liability** will be as it was at the date when the **Insured** first became aware of the facts or circumstances (except that the applicable **Limit of Liability** will not exceed that of this **Policy** at the date when the facts or circumstances were first notified to **VMIA**);

vii. Consultants, sub-contractors and agents

VMIA will indemnify the Insured in respect of a claim or claims made against the Insured for any breach of professional duty arising out of any negligence whether by way of act, error or omission committed or alleged to have been committed on the part of any consultant, sub-contractor or agent for whose acts, errors or omissions the Insured is legally liable, provided that no indemnity shall be afforded to any such consultant, sub-contractor or agent;

viii. Intellectual property

VMIA will indemnify the Insured in respect of a claim or claims made against the Insured for any unintentional breach or infringement of copyright, trademarks, registered designs or patents, or any plagiarism or breach of confidentiality, provided that no indemnity shall be afforded to any person intentionally committing, assisting or condoning such act, error or omission;

ix. Dishonesty

VMIA will indemnify the Insured in respect of the legal liability of the Insured arising from any claim first made against the Insured during the Period of Insurance by reason of any dishonest, fraudulent, malicious, or illegal act or omission of the Insured or any former partner, director or Employee of the Insured in the conduct of the Insured's profession, provided always that no indemnity shall be afforded to any person committing or condoning such act or omission, and the Insured shall take all reasonable steps requested by VMIA to recover the loss and shall permit VMIA, if it so requests, to itself take such recovery action in the name of the Insured and in the event the Insured shall assist and co-operate with VMIA and shall provide VMIA with such information (including signed statements) as VMIA may reasonably require; and

x. Bodily injury

VMIA will indemnify the Insured for any loss in respect of, arising from or attributable to bodily injury, sickness, death or disease of any person.

3. Costs and Expenses

VMIA shall pay, on the **Insured's** behalf in addition to the **Limit of Liability**, the costs and expenses incurred by or on behalf of VMIA, and the costs and expenses incurred by the **Insured** with VMIA's prior written consent, in the defence or settlement of any claim.

If a payment greater than the **Limit of Liability** has to be made to dispose of a claim made against the **Insured**, VMIA's liability in respect of such costs and expenses shall be such proportion of the total costs and expenses incurred as the amount payable by VMIA under this **Policy** bears to the payment made to dispose of the claim. Where VMIA has paid or incurred costs and expenses in excess of such proportionate liability the **Insured** shall upon demand from VMIA pay to VMIA the amount of those additional costs and expenses. Alternatively, VMIA may set off such additional costs and expenses against any amount payable by VMIA to the **Insured** or on behalf of the **Insured** to the claimant or any other party in respect of the same claim.

4. Limits

VMIA's **Limit of Liability** is as stated in the Schedule.

5. Definitions

Wherever used in this **Policy**, the following terms shall be deemed to have the meaning defined below unless the contrary is stated:

Business means the business of the **Named Insured** including the provision of canteen, social, sports, welfare organisation, or first aid services.

Documents means deeds, wills, agreements, maps, plans, records, books, letters, certificates, forms, computer records and **Documents** of any nature whatsoever, whether written, printed or reproduced by any other method, but excluding bearer bonds, coupons, bank-notes, currency notes and negotiable instruments.

Employee means any person who was or may hereafter be under a contract of service with the **Named Insured** or who was or is or may hereafter be a paid or unpaid volunteer helper and includes persons whose positions terminate during the **Period of Insurance**.

Insured means:

a. the **Named Insured**;

b.
   i. any corporation, company, organisation or entity including subsidiaries thereof (now or hereafter constituted) controlled by the **Named Insured**; and

   ii. any other company or entity coming under the **Named Insured's** control or in which it assumes participative management except as specifically excluded by this **Policy**, whose place of incorporation is the State of Victoria, unless otherwise agreed by **VMIA**;

c. any Minister, public servant, director, executive officer, committee member, **Employee**, partner or shareholders of the **Insured** or of a company designated in paragraph (b) above only while acting within the scope of their duties in such capacity;

d. any organisation, person, principal or lessor in respect of the liability of such organisation or person arising out of an obligation or the performance by the **Insured** or by a corporation designated in paragraph (b) above under any contract or agreement whether expressed or implied to the extent required by such contract or agreement;

e. any officer, member, **Employee** or voluntary helper of the **Insured's** canteen, social, sports or welfare organisations, or first aid, fire or ambulance service in respect of claims arising from duties connected thereto;

f. the Department of Health (DoH) in respect of liabilities arising out of actions of the **Named Insured** and arising in connection with the **Business**. Notwithstanding the above and other references to the **Insured** in this **Policy** it is agreed that it is not the intention of the parties that DoH be covered or entitled to seek indemnity under this **Policy** for anything other than its contingent liability arising out of the actions of the **Named Insured** in connection with the activities of their business;

g. contracted persons receiving payment for providing educational, informational or training services or activities that are approved by the committee of management of the **Named Insured** but only when providing these services or training on behalf of the **Named Insured**;

h. families and volunteers whilst involved with the Making a Difference Program;

i. voluntary care-givers and assistants in home-based and residential care schemes of DoH, their immediate families and other residents permanently living with the voluntary care-givers and assistants;

j. persons cared for under DoH's home-based and residential care schemes;

k. any work experience participants;

l. any patron of the **Named Insured**, but only whilst that patron is engaging in voluntary activities on behalf of the **Named Insured**;

m. the licensee, the person, members of the partnership, company or corporation or institution named as the **Insured** in the Schedule; and

n. any person who is or becomes or ceases to be during the **Period of Insurance** a principal, partner, director, **Employee**, voluntary worker, social worker, advisory board member, committee member or work experience student of the **Insured** as named in the Schedule,

o. but in each case only in respect of work carried out in the conduct of the **Insured's** profession by the **Insured**.

Limit of Liability means the **Limit of Liability** specified in the Schedule.

Named Insured means the community service organisation specified in the schedule as the Organisation and includes any **Subsidiary Association**s of the **Named Insured** existing prior to or at the inception of this **Policy**.

Named Insured's Products means anything manufactured, grown, extracted, altered, treated, produced, processed, sold, supplied, distributed, imported, exported, repaired, serviced, installed, assembled, erected or constructed by or on behalf of the **Named Insured**, including packaging or containers, in the course of the **Business** and after it has ceased to be in possession or under the control of the **Named Insured**, and any other thing the **Named Insured** is deemed to have manufactured.

Nominated State means the State specified in the Schedule.

Occurrence means an event, including continuous or repeated exposure to substantially the same general conditions. All events of a series consequent on or attributable to one source or original cause shall be deemed to be one **Occurrence**.

Period of Insurance means the period specified in the Schedule and/or Certificate of Currency as Period of Insurance.

Policy means this policy document, including the schedule and all endorsements to this policy.

Retroactive Date means the date specified in the Schedule (if any). **Subsidiary Association** means associations or other organisations in respect of which the **Named Insured**:

a. controls the composition of the Board; or

b. controls more than half of the voting power.

Territorial Limit means the limit specified in the Schedule.

Wrongful Act means any breach of professional duty arising out of any negligent act, error, misstatement, misleading statement or omission by the **Insured**

6. Conditions

6.1. Cancellation

VMIA may cancel this **Policy** at any time if directed to do so by the Victorian Government.

If a Named Insured afforded coverage under the **Policy** ceases to maintain eligibility for such coverage through the State Government of Victoria, then coverage will automatically cease at 4pm thirty (30) days from the date of such ineligibility as advised by the relevant State Government of Victoria Department.

6.2. Headings

Headings have been included for ease of reference. The terms and conditions of this **Policy** are not to be construed or interpreted by reference to such headings.

6.3. Interpretation

Any word or expression to which a specific definition or meaning has been attributed in any part of this **Policy** shall bear that definition or meaning wherever it may appear, unless the contrary is stated.

6.4. Proper law of the Policy

This **Policy** shall be governed by the law of the **Nominated State**. Each party agrees to submit to the jurisdiction of any court of competent jurisdiction within the **Nominated State** and to comply with all requirements necessary to give such court jurisdiction. All matters arising hereunder shall be determined in accordance with the law and the practice of such courts.

6.5. Making a claim

If during the **Period of Insurance**, the **Insured** suffers any loss or damage or if an event occurs which is likely to result in the **Insured** making a claim under this **Policy**, the **Insured** must at its own expense:

a. as soon as practicable give to VMIA in writing full details of any actual or suspected loss or damage;

b. provide VMIA with all information, evidence and documentation which VMIA may reasonably require;

c. take all reasonable precautions to prevent, avoid or minimise further loss or damage; and

d. immediately inform the police if the **Insured** knows or suspects that a criminal offence has been committed, subject to any Condition contained herein to the contrary.

6.6. Notification of claims made

a. Upon the making of a claim against the **Insured**, or the making of any allegation or the discovery of any circumstances which indicates the possibility of a claim arising, the **Insured** must notify VMIA in writing immediately and shall provide to VMIA whatever information relating to the claim or possible claim as VMIA may reasonably require.

b. If during the **Period of Insurance** the **Insured** becomes aware of any circumstance which may subsequently give rise to a claim against the **Insured** and during the **Period of Insurance** gives written notice to VMIA of such circumstance, any claim which may subsequently be made against the **Insured** arising out of that circumstance shall be deemed for the purposes of this **Policy** to have been made during the **Period of Insurance**.

c. More than one claim involving the same **Wrongful Act** is deemed to constitute a single claim and such single claim is deemed to have been made against the **Insured** on the first to occur of:

   i. the date the first claim involving such **Wrongful Act** was made against the **Insured**; or

   ii. the date when the **Insured** first became aware of any intention to hold any **Insured** responsible for the results of a **Wrongful Act**; or

   iii. the date the **Insured** first became aware of any circumstances which might subsequently give rise to a claim.

d. Where the one **Wrongful Act** results in more than one claim against the **Insured** which is the subject of indemnity under this **Policy**, all such claims shall jointly constitute one claim under this **Policy**.

6.7. Other insurance

Upon giving any notification of a claim under this **Policy**, the **Insured** must inform VMIA of any other insurance or indemnity pursuant to which the **Insured** is entitled to any benefit in respect of that claim.

6.8. Insured's co-operation

The **Insured** must not make any admission, offer, settlement, promise or payment in respect of any claim which may be the subject of indemnity under this **Policy** or incur any costs or expenses in connection therewith without the prior written consent of VMIA. VMIA, if it so desires, is entitled to take over and conduct, in the name of the **Insured**, the investigation, defence or settlement of any such claim or to prosecute in the name of the **Insured** for its own benefit any claim for indemnity or damages or otherwise against any third party, for which purpose the **Insured** at its own expense shall assist and co-operate with VMIA and provide VMIA with such information (including signed statements) as VMIA may reasonably require.

6.9. Contesting claims

In the event that VMIA and the **Insured** do not agree to a settlement of a claim recommended by VMIA and the **Insured** elects to contest or continue any legal proceedings in connection with the claim, VMIA is only liable to indemnify the **Insured** for any amount up to and including the amount for which the claim could have been settled or including the costs and expenses incurred with VMIA's consent up and until the time of the failure to agree.

6.10. Assisting recovery

If any payment is made under this **Policy** in respect of a claim and VMIA is thereupon subrogated to the **Insured's** rights of recovery in relation thereto, the **Insured** must assist and co-operate with VMIA and execute such **Documents** and provide VMIA with such information (including signed statements) as VMIA may reasonably require in the exercise of such rights of recovery.

6.11. Change in circumstances

If during the **Period of Insurance** the **Business** or activities of the **Named Insured** change or if circumstances arise that materially alter or affect the risks covered by this **Policy**, the **Named Insured** shall give immediate notification of the change to VMIA.

6.12. Territorial Limit

This **Policy** is subject to the **Territorial Limit** as specified in the schedule, unless otherwise agreed by VMIA in writing.

6.13. Inspection and audit

VMIA is permitted, but not obligated to, inspect the **Insured's** property and operations at any time. Neither VMIA's right to make inspections nor the making thereof nor any report thereon constitutes an undertaking on behalf of or for the benefit of the **Insured** or others to determine or warrant that such property or operations are safe. VMIA may examine and audit the **Insured's** books and records at any time during the **Period of Insurance** and extensions thereof and within three years after the final termination of this **Policy**, as far as they relate to the subject matter of this **Policy**.

6.14. Prevention of damage

In the event of an **Occurrence**, the **Named Insured** shall promptly take, at the **Named Insured's** own expense, all reasonable steps to prevent other claims from arising out of the same or similar conditions and such expense shall not be recoverable under this **Policy**.

6.15. Bankruptcy and insolvency

In the event of the bankruptcy or insolvency of the **Named Insured**, VMIA shall not be relieved thereby of the payment of any claims hereunder because of such bankruptcy or insolvency.

6.16. Takeovers

In the event of the takeover or merger of the **Named Insured** by or with any other organisation, or if the **Named Insured** stops receiving funding from the Victorian Government, the indemnity provided hereunder is amended to apply only to claims arising out of any indemnifiable events under this **Policy** taking place prior to the date of such takeover, merger or cessation of funding unless the VMIA agrees otherwise in writing.

6.17. Waiver of subrogation

a. VMIA waives all rights of subrogation under this **Policy** against any corporation or corporations, the majority of whose capital stock is owned or controlled by the **Named Insured**, or against any corporation, firm or individual who owns or controls the majority of the capital stock of the **Named Insured**, or any corporation, firm or individual, to which or to whom protection is afforded under this **Policy**. However, if such corporation, firm or individual is protected from such loss by any other **Policy** of indemnity or insurance, the right of subrogation is not waived to the extent and up to the amount of such other **Policy**.

b. VMIA also waives any rights of subrogation under this **Policy** against any **Insured** unless the claim is brought about by or contributed to by the dishonest, fraudulent, criminal or malicious act or omission of any such **Insured**.

6.18. Records of service

The **Named Insured** shall at all times maintain accurate descriptive records of all professional services, which records shall be available for inspection and use by VMIA or their representatives insofar as they pertain to any claim under this **Policy**.

6.19. Fraudulent claims

If the **Insured** makes any claim knowing the same to be false or fraudulent as regards the amount or otherwise, VMIA may void all claims made by the **Insured**.

6.20. Discovery period

In the event this **Policy** is not renewed, there shall be a discovery period of 120 days starting immediately after the expiry of the **Policy** for the reporting of claims or incidents that may give rise to claims under the **Policy**. During this discovery period, written notice may be given to VMIA of a claim, first made during such period or the **Period of Insurance** for a **Wrongful Act** or other circumstance giving rise to a claim occurring prior to the expiry of the **Period of Insurance**.

6.21. Non accumulation

If the **Insured** makes a claim under this **Policy**, it is agreed that the claim also must not be made by the **Insured** under any other insurance **Policy** offered by the VMIA (notwithstanding the fact that such **Policy** may also respond to the claim), unless the **Insured** first withdraws the claim under this **Policy** in writing.

7. Exclusions

This **Policy** does not cover any liability for or arising directly or indirectly from:

7.1. Radioactivity

a. atomic energy risks, being operations employing the process of nuclear fission or fusion or handling radio-active material which operations include but are not limited to:

   i. the use of nuclear reactors such as atomic piles, particle accelerators or generators or similar devices; or

   ii. the use, handling or transportation of radio-active materials; or

b. the use, handling or transportation of any weapon of war or explosive device employing nuclear fission or fusion; or

c. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

These exclusions however shall not apply to insurance of occupational risks arising from radio-isotopes, radium or radium compounds when used away from the place where such are made or produced and when used exclusively incidental to ordinary industrial, educational, medical or research pursuits;

7.2. War

any consequence of war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurping power or martial law

7.3. Fines

fines, penalties, punitive or exemplary damages, taxes, levies, imposts or duties; however this exclusion shall not apply to:

a. punitive, aggravated or exemplary damages except in respect of exemplary damages awarded within the Commonwealth of Australia for libel or slander; or

b. costs and expenses incurred in the successful defence of any legal action which includes but is not limited to a claim for fines, penalties, punitive or exemplary damages, taxes, levies, imposts or duties on the understanding that the advance of defence costs by VMIA during the course of proceedings shall not preclude VMIA from claiming repayment of those costs in the event of the defence being unsuccessful;

7.4. Dishonesty

any dishonest, fraudulent, malicious or illegal act or omission of the **Insured**, except to the extent provided by any extensions or 'in addition' cover set out in the Insuring Clause, and provided that the **Insured** shall be entitled to indemnity in respect of:

a. legal costs incurred in successfully defending proceedings brought in respect of such dishonesty, fraud or malicious conduct on the understanding that the advance of defence costs by VMIA during the course of proceedings shall not preclude VMIA from claiming repayment of those costs in the event of the defence being unsuccessful; or

b. loss where the final judgement or other adjudication of the court hearing proceedings against any **Insured** determines that he/she is legally liable in respect of a **Wrongful Act** on some cause of action which is not dependent on the existence of a dishonest, fraudulent or malicious purpose or intent that he/she was guilty of dishonesty, fraud or malicious conduct in relation to the **Wrongful Act** in question.

For the purpose of this exclusion, no fact pertaining to or knowledge possessed by any **Insured** shall be imputed to any other **Insured**;

7.5. Abnormal duty

any contractual or other duty or obligation assumed by the **Insured** which is not assumed in the normal conduct of the **Business** or profession of the **Named Insured**. But this exclusion shall not apply to those written contracts designated in the Schedule nor the liability assumed by the **Insured** under a warranty of fitness or quality as regards the **Named Insured's Products**;

7.6. Other insurance

any matter in respect of which the **Insured** is entitled to indemnity under:

a. any other insurance required to be effected by or under any law; or

b. any fidelity fund,

except in respect of any amount beyond that which is payable or would have been payable under such other insurance or fidelity fund had this **Policy** not been effected;

7.7. Prior claims and circumstances

any matter or **Wrongful Act**:

a. in respect of which notice has been given to VMIA or any other Insurer under a previous insurance **Policy**, or

b. disclosed or communicated where requested to VMIA in the proposal and/or declaration or otherwise before the commencement of the **Period of Insurance**, or

c. of which the **Insured** was or should have been aware before the commencement of the **Period of Insurance** which the **Insured** knew or should have known could give rise to a claim.

This exclusion is independent of and shall not affect VMIA's other rights regarding misrepresentation and non-disclosure;

7.8. Subrogation agreements

any claim for loss or damage in respect of which the **Insured** has at any time by deed or agreement forgone, excluded or limited a right of recovery or contractual liability;

7.9. Defamation

the publication or utterance of a libel or slander:

a. made prior to the effective date of this **Policy**; or

b. made at the direction of the **Insured** with knowledge of the falsity thereof;

7.10. Jurisdiction

any matter where action or damages is not brought in a court of law within Australia and subject to Australia law, or where action is so brought but to enforce a foreign judgement whether by way of reciprocal agreement or otherwise;

7.11. Guarantees and warranties

any personal guarantee or warranty (other than a warranty of authority) given by the **Insured**; and

7.12. Retroactive Date

any act, error, **Wrongful Act** or omission committed or alleged to have been committed prior to the **Retroactive Date**.

Privacy Statement

We are committed to protecting any information and data, including personal information and health information we collect, handle, store or disclose about you through our services. We manage all information and data, including personal and health information in accordance with the *Victorian Managed Insurance Authority Act 1996* (Act), the *Privacy and Data Protection Act 2014*, the *Health Records Act 2001*, the *Freedom of Information Act 1982*, and our Privacy Policy.

From time to time, in accordance with our legislative and regulatory frameworks and applicable laws, we may be required to disclose information concerning policies or claims to government bodies authorised by Victorian or Commonwealth legislation.

Collection and use of Personal Information

Personal information means information or an opinion that is recorded in any form, and whether true or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

We collect and record personal information through our client data collection processes which include our website, online forms and surveys. Some examples of when we may collect your personal information are when you:

- send us an email;
- use our online services, such as completing a form or survey electronically;
- register to attend training and events; and
- access our secure client portal on our website.

Personal information we collect can only be used for the purpose of performing functions under our Act and in accordance with all applicable laws and regulations.

Access and Correction

Please contact our Information Privacy Officer at privacy@vmia.vic.gov.au if you:

- want to access 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.