



Volunteer Care Givers Property Insurance Policy

(Policy number CSO-PTY-2022)

Issued to Community Service Organisation (Health) clients of VMIA

For the period 1 July 2022 to 30 June 2023



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**VMIA is the Victorian
Government's insurer
and risk adviser**

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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. The organisations conduct valuable work in the community and rely on volunteers to complete their work.

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

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

1. Schedule

Policy Number: CSO-PTY-2022

Named Insured: State Government of Victoria funded Community Service Organisations

Organisation: As declared on the Certificate of Currency

Period of Insurance: From: 01 July 2022 at 12:00:01am Australian Eastern Standard Time
To: 30 June 2023 at 11:59.59pm Australian Eastern Standard Time

Insured Persons: Volunteer home based caregivers

Business: All activities authorised by the Named Insured in providing home based care and other foster care services

Limit of Liability: \$1,000,000 in the aggregate, in any one Period of Insurance per organisation, subject to non-accumulation

Excess: Nil

Nominated State: Victoria

Territorial 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

1 July 2022

2. Insuring Clause

Subject to the limitations (including the Limits of Liability), terms and conditions, exclusions and warranties incorporated herein, VMIA agrees to:

- a. indemnify the **Insured Person** for loss or damage to the **Property Insured** caused by the actions of a person under their care during the **Period of Insurance** and, at VMIA's option, replace the property or pay the reasonable cost of repair or reinstatement to the **Insured Person**. The basis of calculating the cost of repairs or reinstatement shall be the cost of repairing or renovating the **Property Insured** to a condition substantially the same as but not better nor more extensive than the condition when new; and
- b. pay for replacement or indemnity value for loss or damage caused to the **Contents** by a **Defined Event** during the **Period of Insurance** but:
 - i. replacement shall only apply to carpet, household furniture and domestic electrical appliances up to ten years old from the date of manufacture. Indemnity shall apply for all other **Contents**; and
 - ii. where any carpet, floor coverings, internal blind or curtain are lost or damaged, VMIA will only pay for the loss or damage in the room or rooms in which it occurs.

3. Limits

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

4. Definitions

Contents means furniture, furnishings, carpets, unfixed floor coverings, household goods, clothing and other personal effects.

Defined Event(s) means acts of theft or malicious or accidental damage directly or indirectly caused by any person or persons under the care of the **Insured Person**.

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

Insured Person means any:

- a. foster care parents, home based or kinship caregivers and immediate family members who reside with the foster care parent or home based or kinship caregiver; and
- b. volunteers involved with programs known as Community Residential Units, Disaster Volunteers, Community Supervisors, Honorary Probation Officers, Youth Attendance Order Sessional Supervisors, Interchange Family Program of Victoria and Home and Community Care (Meals on Wheels only), Adolescent Community Programs and Shared Family Programs and other foster care services as provided from time to time, but only whilst those volunteers are engaged in normal activities associated with their particular program, who are acting on behalf of the **Named Insured**.

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

Nominated State means the State specified in the Schedule.

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

Property Insured means the buildings and property described below, belonging to or the responsibility of the **Insured Person**:

- a. the residential buildings of the **Insured Person** together with all domestic outbuildings and structural improvements, fixed wall ceiling and floor coverings, services and fixed swimming pools (hereinafter referred to as 'residential buildings');
- b. **Contents** of residential buildings of the **Insured Person**;
- c. motor vehicles, trailers, caravans and watercraft; and
- d. cash, credit cards, treasury notes, bank notes, negotiable instruments, savings certificates, stamps, money orders, postal notes and bonds, precious jewellery, gold or silver articles up to a value of \$500 or the sum for which the item was insured elsewhere if such insurance is invalidated by virtue of the existence in the household of the person cared for.

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.

5. Exclusions

This Policy does not cover:

- a. any consequential loss or damage of any nature directly or indirectly caused;
- b. any loss or damage to any portion of the premises occupied by the **Insured Person** for trade purposes.

6. Conditions

- a. Upon the happening of any loss or damage or event likely to give rise to a claim under this Policy, the **Insured Person** must at their own expense:
 - i. give immediate written notice to VMIA with full particulars of any loss or damage;
 - ii. take all reasonable precautions to prevent further loss, damage or liability;
 - iii. immediately inform the police of any malicious damage or theft or any attempt thereat; and
 - iv. within 30 days after the happening of any event giving rise to a claim, deliver to VMIA or any person the VMIA may appoint to deal with the claim a written statement of claim with such detailed particulars and proof as may be reasonably required and details of any other insurance effected by or on behalf of the **Insured Person**.

VMIA at its discretion may waive requirements iii and iv hereof.

- b. The **Insured Person** must not offer or agree to settle any claim without the written consent of VMIA.
- c. This Policy is subject to the **Territorial Limit** unless otherwise agreed by VMIA in writing.
- d. 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 VMIA agrees otherwise in writing.

6.1 Cancellation of the Policy

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.

Privacy Statement

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

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.