

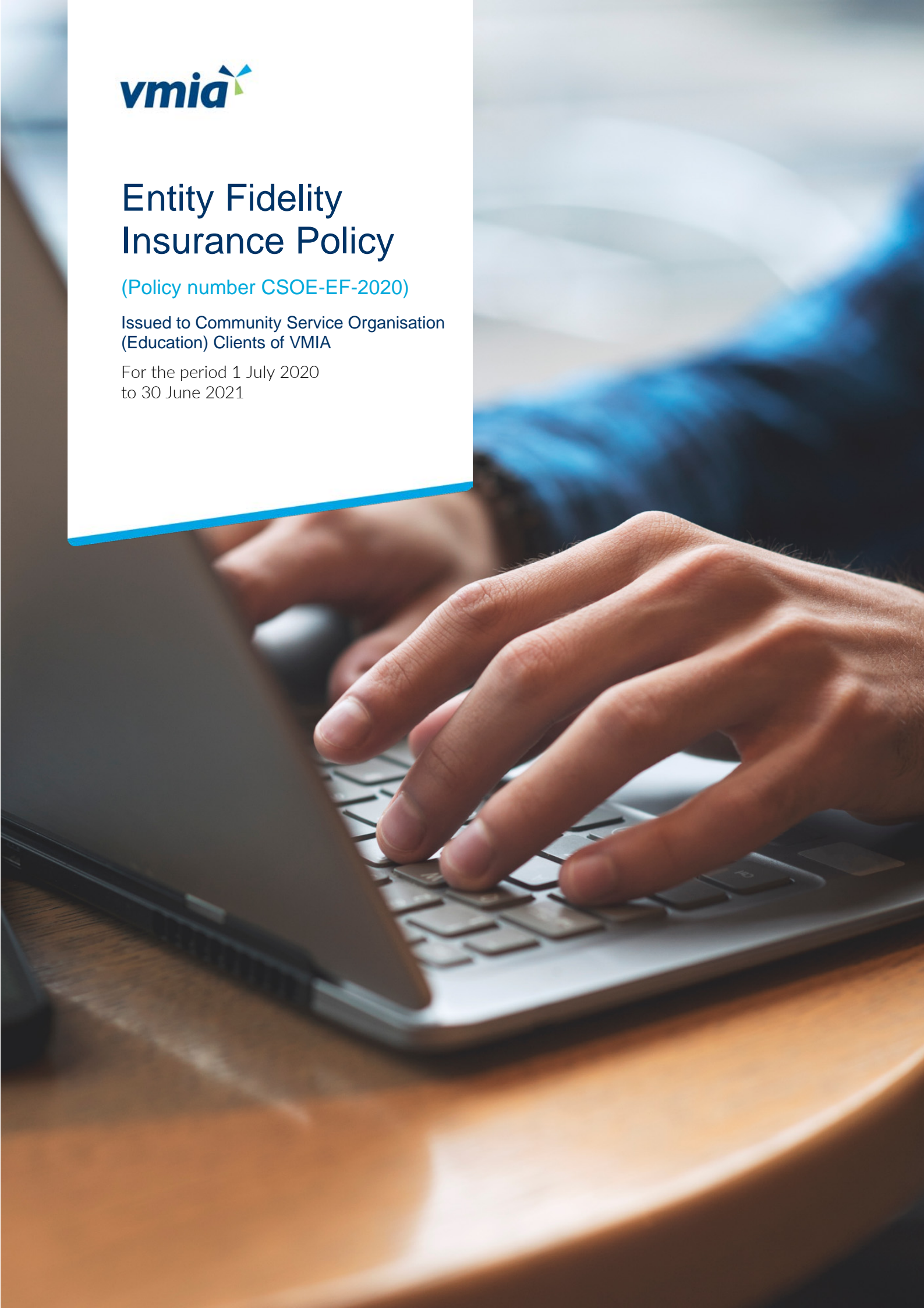


# Entity Fidelity Insurance Policy

(Policy number CSOE-EF-2020)

Issued to Community Service Organisation  
(Education) Clients of VMIA

For the period 1 July 2020  
to 30 June 2021



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Government's insurer  
and risk adviser**

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Insurance Authority



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, Extensions, 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 eligible 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 Entity Fidelity 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

<b>Policy Number:</b>	C SOE-EF-2020
<b>Named Insured:</b>	State Government of Victoria (Department of Education & Training) funded Community Service Organisations including Kindergartens and Learn Local organisations
<b>Organisation:</b>	Refer to Certificate of Currency
<b>Period of Insurance:</b>	From: 01 July 2020 at 12:00:01am Australian Eastern Standard Time To: 30 June 2021 at 11:59.59pm Australian Eastern Standard Time
<b>Business:</b>	All authorised activities of the Named insured originating within Victoria (irrespective of the funding source).
<b>Limits of Liability:</b>	\$100,000 any one claim and in the aggregate any one Period of Insurance per organisation, subject to non-accumulation
<b>Excess:</b>	Nil
<b>Retroactive Date:</b>	30 June 2007, excluding known claims and circumstances
<b>Territorial Limit:</b>	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

For and on behalf of

**Victorian Managed Insurance Authority**



**Peter Thompson**  
Acting Chief Insurance Officer

Date: 1 July 2020

## 2. Insuring Clause

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

- a. to reimburse the **Named Insured** for loss of money, bullion, negotiable and non-negotiable instruments, goods or other items owned by the **Named Insured** or in the care, custody and control of the **Named Insured** and for which the **Named Insured** is legally liable and which loss directly results from any dishonest or fraudulent act committed by an **Employee** during the **Period of Insurance**.
- b. in addition:

### Continuous Cover-Entity Fidelity Cover

Notwithstanding Exclusion 7.1, where the **Named Insured**:

- i. first became aware of facts or circumstances as described in Condition 6.6 prior to the **Period of Insurance**, and
- ii. had not notified VMIA or any previous insurer of such facts or circumstances prior to the **Period of Insurance**; then:
  - a. in the absence of fraudulent non-compliance with the **Named Insured's** duty of disclosure or fraudulent misrepresentation by the **Named Insured** in respect of such facts or circumstances; and
  - b. provided the **Named Insured** has been continuously insured under any Entity Fidelity Policy issued by VMIA between the time when VMIA first became aware of such facts or circumstances and the time during the **Period of Insurance** when the **Named 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 **Named Insured** first became aware of the facts or circumstances (except that the applicable **Limit of Liability** will not exceed the **Limit of Liability** of this **Policy** at the date when the facts or circumstances were first notified to VMIA).

## 3. Basis of Settlement

The value of property for the purpose of determining the amount of loss subject to indemnity under this **Policy** shall be:

### 3.1. Securities

the lesser of:

- a. the actual cash value thereof at the close of business on the day on which the loss was discovered, or if that day is not a business day, the business day immediately following; or
- b. the actual cash value thereof at the time of the loss; or
- c. where the property is held by the **Named Insured** as security, pledge or collateral for an advance or loan, the lesser of:
  - i. the value of the property as determined and recorded by the **Named Insured** when making the advance or loan; or
  - ii. in the absence of such record the unpaid portion of the advance or loan plus accrued interest thereon at prevailing commercial rates.

VMIA may, with the consent of the **Named Insured**, settle any claim for loss of property with the owner thereof. Any property for which VMIA have made indemnification shall become VMIA property.

### 3.2. Property other than securities

the lesser of:

- a. the actual cash value of such property; or
- b. the actual cost of repairing such property or replacing same with property or material of like quality and value.

VMIA may, at its option, elect to pay such actual cash value, or make such repairs or replacements.

## 4. Limits

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

Events or series of events caused by acts of the same **Employee** or **Employees** and events in which such **Employee** or **Employees** is/are involved or implicated shall be treated as one event.

Regardless of the number of years this **Policy** shall continue in force, VMIA's liability shall not be cumulative in amounts from one **Period of Insurance** to the next **Period of Insurance**.

## 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** as specified in the Schedule, including the provision of canteen, social, sports, welfare organisation, or first aid services.

**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**.

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

**Named Insured** means the entity 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**

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

**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.

## 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. Reimbursement of investigation costs

VMIA will reimburse the **Named Insured** to an amount not exceeding \$10,000 or ten (10) percent of any claim paid under this **Policy**, whichever is the lesser amount, for the fees payable by the **Named Insured** to its external auditors, consultants, investigators, private enquiry agents and the like (not including **Employees**) and which are reasonably and necessarily incurred to support a valid claim that is subsequently paid under this **Policy** provided that the total **Limit of Liability** under this **Policy** is not otherwise exhausted.

### 6.5. 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.

### 6.6. Making a claim

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

- a. as soon as practicable provide written notice to VMIA including 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 **Named Insured** knows or suspects that a criminal offence has been committed, subject to any Condition contained herein to the contrary.

### 6.7. Other insurance

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

### 6.8. Contribution

When a loss paid under this **Policy** is also recoverable under another **Policy** or policies and VMIA has paid more than its rateable share, VMIA reserves the right to seek contribution from the other insurer or insurers.

### 6.9. 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.



#### 6.10. Territorial limit

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

#### 6.11. Inspection and audit

VMIA shall be permitted but not obligated to inspect the **Named Insured's** property and operations at any time. Neither VMIA's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking on behalf of or for the benefit of the **Named Insured** or others to determine or warrant that such property or operations are safe. VMIA may examine and audit the **Named 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**.

#### 6.12. Bankruptcy and insolvency

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

#### 6.13. Fraudulent claims

If the **Named 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 **Named Insured** or any other person or other persons seeking indemnity under this **Policy**.

#### 6.14. Partners

- a. In the event of loss or damage due to acts of fraud or dishonesty committed by a partner (which term shall also mean an owner of or shareholder in the **Named Insured**, as the case may be) in the **Named Insured** then:
- b. such partner shall not be entitled to the benefit of any proceeds of this **Policy** and the amount otherwise payable under this **Policy** shall be reduced by an amount equal to the amount thereof to which such partner would have been entitled had such act or acts been committed by a person not being a partner and had the proceeds of this **Policy** been divided proportionately between the partners comprising the **Named Insured** at the date of commission of such act or acts according to their respective interest or liability in respect of the loss arising from such act or acts had this **Policy** not been taken out, and
- c. the amount payable under this **Policy** will be further reduced by the amount of any monies and the value of any benefits whatsoever which have at the date of discovery of such loss accrued to such partner or which accrue between that date and the day prior to the date of payment under this **Policy** (and notwithstanding any right to set off which may exist in relation to such monies or benefits) and by the value of any monies or other property whatsoever of such partner in the possession or under the control of the **Named Insured** in any capacity whatsoever at any time between the date of discovery of such loss and the day prior to the date of payment under this **Policy**.

#### 6.15. Discovery period

In the event that 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**, of loss or circumstance giving rise to a claim occurring prior to the expiry of the **Period of Insurance**.

#### 6.16. Prior enquiries

The **Named Insured** must make reasonable enquiries as to the honesty and good character of each **Employee** prior to engagement of employment and shall satisfy VMIA, if so required, that such enquiries had been made.

#### 6.17. Prosecution for Criminal Acts

The **Named Insured**, when required by VMIA, at VMIA's expense, must use all diligence in prosecuting or assisting to prosecute any person to conviction for any criminal act in respect of which a claim is made under this **Policy**.



## 6.18. Non accumulation

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

# 7. Exclusions

## Prior claims and circumstances

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

- a. in respect of which notice has been given to VMIA or any other Insurer under a previous insurance **Policy**, or
- b. of which the **Named Insured** was or should have been aware before the commencement of the **Period of Insurance** which the **Named 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.

# 8. Reimbursement

This **Policy** does not include reimbursement of:

## 8.1. Basis of proof

Any loss, or part of any loss, the proof of which, as to either its factual existence or its amount, is deduced from an inventory computation or a profit and loss computation, provided however, this shall not apply to loss of money or other property which the **Named Insured** can reasonably prove, through evidence wholly apart from such computations, was sustained by the **Named Insured** through any act or acts of fraud or dishonesty committed by one or more of its **Employees**.

## 8.2. Errors and omissions

Any loss arising from error, misstatement or misleading statement, act or omission, or neglect or breach of duty made, committed or attempted by an **Employee**, individually or otherwise in the course of his/her duties to the **Named Insured** solely by reason of his/her employment by the **Named Insured** unless the **Named Insured** produces evidence to reasonably satisfy VMIA that such **Employee** obtained an improper financial gain from the **Named Insured** through such wrongful acts for himself/herself or other person, entity or organisation.

## 8.3. Retroactive date

Any loss committed or alleged to have been committed prior to the retroactive date, if any, specified in the Schedule;

## 8.4. Consequential loss

Any consequential loss.

## 8.5. Loan or credit

Any loss arising from default under a loan, or any type of credit, offered by the **Named Insured**.

## 8.6. Reproducing documents

Any loss involved in the cost of reproducing any lost, damaged or destroyed electronic or paper records, accounts and other documents or data.

## 8.7. Legal expenses/defence

Any fees, costs or expenses incurred or paid by the **Named Insured** in respect of any legal proceedings whether or not such proceedings result or would result in a loss to the **Named Insured** covered by this **Policy**.

#### 8.8. Employee history

Any loss arising from any act or acts of fraud or dishonesty committed by an **Employee** after the **Named Insured** shall reasonably be expected to have knowledge or information of any act or acts of fraud or dishonesty by such **Employee** or reasonable cause for suspicion of any such act or any want of integrity on the part of such **Employee** whether committed whilst in the employ of the **Named Insured** or earlier.

#### 8.9. Punitive and exemplary damages/fines and penalties

Any fines or penalties incurred by the **Named Insured**, or for compensation for which the **Named Insured** is legally liable, except direct compensatory damages arising from a loss covered under this **Policy**.

#### 8.10. Arson and vandalism

Any loss arising from acts of arson or vandalism by any of the **Named Insured's Employees**.

# 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](mailto: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.