



Direct Employment Program – Personal Accident Insurance Policy

(Policy number PADEP2021)

Issued to DHHS individual support package recipients by VMIA

For the period 1 July 2020
to 30 June 2021



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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.

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.

Section 1 - Schedule of Insurance

Policy Number:	PADEP2021
The Insured:	Individual Support Package Recipient participating in the Direct Employment Program as declared by the Department of Health and Human Services to VMIA.
Period of Insurance:	From: 12:00:01am 1 July 2020 Australian Eastern Standard Time To: 11:59:59pm 30 June 2021 Australian Eastern Standard Time
Scope of Cover:	The coverage afforded by this Policy shall only apply whilst an Insured Person is in receipt of support services and engaged in the activities directly connected with the Direct Employment Program.
Aggregate Limit of Liability :	\$5,000,000 any one claim or series of claims arising under the Policy during any one Period of Insurance. \$1,000,000 any one claim or series of claims arising under the Policy during any one Period of Insurance in respect of non-scheduled air travel.
Age Limits:	Insured Persons aged between 5 and 100 years of age.
Territorial Limits:	Anywhere in Australia but only in respect of activities connected directly with the provision of services to the Individual Support Package Recipient participating in the Direct Employment Program.

Schedule of Benefits:

The Events	Description	The Benefits each Insured Person
Event 1 – Accidental Death	Lump Sum Benefits	
	Insured Persons aged 18 - 79 years	\$250,000
	Insured Persons aged 5 – 17 years	\$75,000
	Insured Persons aged 80 – 90 years	\$75,000
	Insured Persons 91 - 100 years	\$20,000
Events 2 – 19	Lump Sum Benefits	
	All Insured Persons	\$250,000
Events 20 – 21	Weekly Injury Benefits	Not Insured
Events 22 - 29	Fractured Bones Benefit	Included
Events 30 - 31	Dental Procedures Benefit	Included
	Additional Benefits	Included

For and on behalf of
 Victorian Managed Insurance Authority



Peter Thompson
 Acting Chief Insurance Officer

Dated: 01 July 2020

Section 2 - Policy Wording

General Definitions

Accidental Death means death occurring as a result of **Injury**.

Cognitive Loss means a loss of intellectual capacity that has required an **Insured Person** to be under the continuous care and supervision by another adult person for at least six months and that, at the end of that six month period, is likely to require the **Insured Person** to be under the **Permanent** ongoing continuous care and supervision of another adult person.

Direct Payment User means any person nominated by the person with a disability to assist in making choices about what support services they require and who will provide them. The **Direct Payment User** may assist with the arrangements for the provision of the support services and management of the funding administration arrangement.

Doctor means a legally registered medical practitioner who is not an **Insured Person**, the relative of an **Insured Person**, or a member of the immediate family of the **Insured Person**.

Domestic Duties means the usual and ordinary domestic duties undertaken by a person as a home-maker and could include child-minding and home help services.

Event(s) means the Event(s) described in the Table of Events.

Excess means the first amount of each and every claim payable by the Insured or the **Insured Person** as stated in the **Schedule**.

Excess Period means the period of time following an **Event** giving rise to a claim for which benefits are not payable.

Fingers, Thumbs or Toes means the digits of a **Hand** or **Foot**.

Foot means the entire **Foot** below the ankle.

Hand means the entire **Hand** below the wrist.

Individual Support Package Recipient means any person with a disability receiving funding from the Department of Health and Human Services to purchase support services in line with the goals of the Individual Support Package funding plan.

Injury means bodily injury resulting from an accident which is an external event that occurs fortuitously to an **Insured Person** during the **Period of Insurance** and results in any of the **Events** specified in the Table of Events 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 Person means such person or persons who come within the description of **Insured Person** contained in the **Schedule** and with respect to whom premium has been paid or agreed to be paid.

Limb means the entire **Limb** between the shoulder and the wrist or between the hip and the ankle.

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 Events.

Loss of Independent Existence means:

- a. In the opinion of a **Doctor**, being totally and irreversibly unable to perform at least two of the following five “activities of daily living” without the assistance of another adult person:
 - bathing and/or showering
 - dressing and/or undressing
 - eating and drinking
 - using a toilet to maintain personal hygiene
 - getting in and out of bed, a chair or wheelchair, or moving from place to place by walking, wheelchair or with the assistance of a walking aid

or

- b. If in the opinion of a **Doctor**, an **Insured Person** suffers **Cognitive Loss** (as defined), they will be deemed to have suffered **Permanent Total Disablement**.

Non-Medicare Medical Expenses means:

- a. expenses incurred within twelve (12) months of sustaining an **Injury**: and
- b. expenses paid by an **Insured Person** or by the Insured for **Doctor**, physician, surgeon, nurse, physiotherapist, chiropractor, osteopath, dentist, hospital and/or ambulance services for the following treatments:
 - Medical
 - Surgical
 - X-Ray
 - Chiropractic
 - Osteopathic
 - Physiotherapy
 - Hospitalisation
 - Nursing

But does not include dental treatment, unless such treatment is necessarily required, to teeth other than dentures and is caused by the **Injury** referred to in (a) above.

Paraplegia means the **Loss of use** of both legs and the **Permanent Loss of use** of part of or whole of the lower half of the body.

Period of Insurance means the period shown on the current **Schedule**.

Permanent means having lasted twelve (12) consecutive months and at the expiry of the period, being beyond hope of improvement.

Policy means this policy wording, including the **Schedule** and all endorsements to this policy.

Pre-existing Condition means a condition with which the **Insured Person** was aware of (whether diagnosed or not) or has sought treatment for prior to the inception of this **Policy** or prior to the **Insured Person** becoming insured under this **Policy**. A **Pre-existing Condition** does not include stress, depression, anxiety or any other mental health disorder triggered or caused by an **Injury**.

Professional Sport means any sport for which an **Insured Person** receives any fee or monetary reward as a result of their participation.

Quadriplegia means the **Loss of use** of both arms and both legs.

Salary means

1. in the case of a salaried employee, their pre-tax income, excluding commission, bonuses, overtime payments and any allowances averaged during the period of twelve (12) months immediately preceding the commencement date of **Temporary Total Disablement** or **Temporary Partial Disablement** (whichever is relevant) or over such shorter period as they have been employed.
2. in the case of a self-employed **Insured Person**, their weekly pre-tax income derived from personal exertion, after deduction of all expenses incurred in connection with the derivation of that income, averaged over the period of twelve (12) months immediately preceding the commencement date of **Temporary Total Disablement** or **Temporary Partial Disablement** (whichever is relevant) or over such shorter period as they have been self-employed.

Schedule means the relevant Schedule issued by **Us** and attached to the policy wording.

Temporary Partial Disablement means the temporary inability of an **Insured Person** to engage in a substantial part of their usual occupation or business duties, while they are under the regular care of and acting in accordance with the instructions or advice of a **Doctor**.

Temporary Total Disablement means the temporary inability of an **Insured Person** to engage in their usual occupation or business duties, while they are under the regular care of and acting in accordance with the instructions or advice of a **Doctor**.

Total Disablement means the inability of an **Insured Person** to engage in or attend to any occupation or business for which they are reasonably qualified by reason of education, training or experience. Where an **Insured Person** does not have an occupation or business, this definition is replaced by the definition of **Loss of Independent Existence**.

We, Our, Us means the Victorian Managed Insurance Authority.

Personal Accident Cover

Extent of Cover

If, as a result solely and directly of **Injury**, an **Insured Person** suffers from an **Event** described in Sections 1, 2, 3 or 4 of the following Table of Events, **We** will pay compensation for that **Event** only if it shown as included, or if an amount for that **Event** is shown on the **Schedule**.

Table of Events

Section 1 - Lump Sum Benefits

Cover for an **Event** under this part applies only if an amount for that **Event** is shown on the **Schedule** against Lump Sum Benefits.

THE EVENTS Injury resulting directly in the following Event(s), which occur within twelve (12) months of the date of the Injury	THE BENEFIT EACH INSURED PERSON Being a percentage of the amount shown in the Schedule against Events 1 to 19.
1. Accidental Death	100%
2. Permanent Total Disablement	100%
3. Paraplegia or Quadriplegia	100%
4. Loss of sight of both eyes	100%
5. Loss of sight of one eye	100%
6. Loss of use of two Limbs	100%
7. Loss of use of one Limb	100%
8. Permanent and incurable insanity	100%
9. Loss of hearing in:- a. both ears b. one ear	100% 50%
10. Permanent Loss of use of four Fingers and Thumb of either Hand	80%
11. Permanent Loss of the lens of one eye	60%
12. Third degree burns and/or resultant disfigurement which covers more than 40% of the entire external body	50%
13. Permanent Loss of use of four Fingers of either Hand	50%

THE EVENTS

Injury resulting directly in the following **Event(s)**, which occur within twelve (12) months of the date of the **Injury**

THE BENEFIT**EACH INSURED PERSON**

Being a percentage of the amount shown in the **Schedule** against Events 1 to 19.

14. Permanent Loss of use of one Thumb of either Hand:-	
a. both joints	30%
b. one joint	15%
15. Permanent Loss of use of Fingers of either Hand:-	
a. three joints	15%
b. two joints	10%
c. one joint	5%
16. Permanent Loss of use of Toes of either Foot:-	
a. all – one Foot	15%
b. great – both joints	5%
c. great – one joint	3%
d. other than great – each Toe	1%
17. Fractured leg or patella with established non-union	10%
18. Shortening of leg by at least 5cm	7.5%
19. Permanent Partial Disablement not otherwise provided for under Events 9 to 18 inclusive	Such percentage or amount as We in Our absolute discretion shall determine and being in Our opinion not inconsistent with the benefits provided under Events 9 to 18 inclusive. Event 19 is limited to a maximum of 75% of the amount shown in the Schedule against <i>Lump Sum Benefits</i>

Section 2 - Weekly Benefits

Cover for an **Event** under this part applies only if an amount for that **Event** is shown on the **Schedule** against Weekly Benefits.

THE EVENTS	THE BENEFITS EACH INSURED PERSON
Injury resulting directly in the following Event which occur within twelve (12) months of the date of Injury :	
20. Temporary Total Disablement	During such disablement, the Weekly Benefit or the amount calculated based on the percentage of Salary as specified in the Schedule whichever is the lesser.
21. Temporary Partial Disablement	40% of the amount payable for Event 20.

Section 3 - Fractured Bones Benefits

Cover for an **Event** under this part applies only if it is shown as included on the **Schedule** against Fractured Bones Benefits

THE EVENTS	THE BENEFITS EACH INSURED PERSON
Injury resulting directly in the following Event (Fractured Bones) which occur within twelve (12) months of the date of Injury :	
22. Neck, skull or spine (complete fracture)	\$5,000
23. Hip or pelvis	\$3,750
24. Leg, jaw, wrist, cheek, ankle, Hand or Foot	\$2,500
25. Shoulder blade or hairline fracture of skull or spine	\$1,500
26. Nose or collar bone	\$1,000
27. Arm, kneecap, or elbow	\$500
28. Rib	\$500
29. Finger, thumb or toe	\$375

In the case of an established non-union of any of the above fractures, **We** will pay an additional 5% of the amount shown on the **Schedule** against **Event** 22 to 29.

The maximum benefit payable for any one **Injury** resulting in fractured bones shall be \$5,000 unless otherwise shown on the **Schedule** against **Event** 22 to 29.

A complete fracture means a fracture in which the bone is broken completely across and no connection is left between the pieces.

A hairline fracture means mere cracks in the bone

Section 4 - Dental Procedures Benefits

Cover for an **Event** under this part applies only if it is shown as included on the **Schedule** against Dental Procedures Benefits.

THE EVENTS	THE BENEFITS EACH INSURED PERSON
Injury resulting directly in the following loss or procedure(s) (as the case may be) which occurs within twelve (12) months of the date of Injury .	
30. Loss of teeth or full capping of teeth (per tooth)	\$1,000
31. Partial capping of teeth (per tooth)	\$500

A tooth means a sound and natural permanent tooth but does not include first or milk teeth, dentures, implants and dental fillings.

The maximum benefit payable for any one **Injury** resulting in loss of teeth or dental procedures shall be \$1,000.

Section 5 - Additional Benefits

Cover for Additional Benefits applies only if it is shown as included on the **Schedule** against Additional Benefits.

5.1 Non-Medicare medical expenses

If an **Insured Person** suffers an **Injury** whilst engaging in authorised voluntary work on behalf of the Insured, **We** will pay 85% of the **Non-Medicare Medical Expenses** up to a maximum of \$10,000, provided the event giving rise to the **Injury** occurs when an **Insured Person** is engaging in any of the following on behalf of The Insured, including travel to and from:

1. providing services, without payment, to an educational, religious, charitable or benevolent organisation; or
2. engaging in a sporting activity;
 - a. in the capacity of a participant, adjudicator, judge, referee or umpire or in a similar capacity; or
 - b. is acting as an official at, or otherwise assisting in the conduct of, a sporting activity; or
 - c. is acting in his or her capacity as an elected or appointed official of a sporting organisation;
3. engaging in youth activities organised by a voluntary organisation (for example, the Girl Guides Association of Australia),
4. undertaking an activity that is part of an employment, education, training or youth program, or initiative administered or funded by the Commonwealth, including specialist employment services for people with disabilities (where a law or a State or Territory relating to workers' compensation does not apply).

The benefits payable will be reduced by any recovery made from any private health insurance fund with respect to the expense.

The benefits payable do not include:

- a. the Medicare gap, being the difference between payment made by Medicare and the actual expense incurred,
- b. payment for any health services which within the meaning of the Commonwealth Private Health Insurance Act 2007 or the Private Health Insurance (Health Insurance Business) Rules 2009 would constitute the carrying on of health insurance business,
- c. The first \$25 of each and every claim being the **Excess** payable.

5.2 Domestic help benefit

If an **Insured Person** who is not in receipt of pre-disability suffers an **Injury** and is unable to carry out **Domestic Duties**, **We** will pay the cost of reasonably and necessarily incurred domestic help services up to but not exceeding \$500 per week payable from the eighth (8th) day of treatment by a **Doctor**, subject to an aggregate benefit period not exceeding 104 weeks.

Childminding and home help services must be carried out by persons other than the **Insured Persons** family, close relatives or persons permanently living with the **Insured Person**, and must be certified by a **Doctor** as being necessary for the recovery of the **Insured Person**.

5.3 Student tutorial benefit

If an **Insured Person** who is a student and not in receipt of pre-disability earnings, suffers an **Injury** and is unable to attend registered classes, **We** will pay the cost of reasonably and necessarily incurred home tutorial services up to but not exceeding \$500 per week payable from the eighth (8th) day of treatment by a **Doctor**, subject to an aggregate benefit period not exceeding 104 weeks.

The **Insured Person** must be a registered full-time student and home tutorial services must be carried out by persons other than the **Insured Persons** family, close relatives or persons permanently living with the **Insured Person**.

5.4 Bed care benefit

If an **Insured Person** is confined to a hospital bed continuously for a period in excess of forty-eight (48) hours as a result of an **Injury**, and such hospital confinement is certified as necessary by a legally qualified **Doctor** and is under the continuous care of a registered nurse, **We** will pay the **Insured Person** a sum of \$250 per week up to a maximum benefit period of twenty-six (26) weeks.

5.5 Out-of-pocket expenses

If an **Insured Person** suffers an **Injury** for which benefits are payable under **Events** 2 to 31, **We** agree to pay for all other reasonable out-of-pocket expenses up to a \$100 per week for an aggregate benefit period not exceeding 104 weeks.

Out-of-pocket expenses are deemed to be additional costs incurred that arise out of an **Injury** sustained during the **Period of Insurance** that are not covered by **Non-Medicare Medical Expenses**, or otherwise applicable to an expense for which a Medicare benefit or Private Health insurance benefit is payable.

5.6 Lifestyle modification benefit

If an **Insured Person** is entitled to a benefit under **Event** 2, 3, 4, 5, 6 or 7, **We** will pay the costs necessarily incurred by the **Insured Person** in modifying one of their motor vehicles or homes or relocation to a suitable home provided such modification is undertaken with **Our** prior written agreement and the **Insured Persons** treating **Doctor**.

We will pay for 80% of the costs incurred, subject to a maximum of \$25,000 whichever is the lesser.

5.7 Occupationally acquired AIDS/HIV

If an **Insured Person** is positively diagnosed with Acquired Immune Deficiency Syndrome (AIDS) or Human Immunodeficiency Virus (HIV) as a direct result of an occupational injury during the **Period of Insurance**, **We** will pay the **Insured Person** up to a maximum of \$30,000, provided that:

- a. Any **Injury** that may lead to the diagnosis of AIDS/HIV, must be reported as soon as practical to **Us** and medical tests carried out by a **Doctor** on a blood sample taken within forty-eight (48) hours from the date the **Injury** occurred.
- b. Testing and diagnosis must be made positively by laboratory and/or clinical tests and prove positively that the **Insured Person** was not AIDS/HIV positive at the time and date the **Injury** occurred.
- c. The **Insured Person** must be alive thirty (30) days after the positive diagnosis of AIDS/HIV in order for a benefit to be payable.
- d. A claim for a benefit must be made within one hundred and eighty (180) days from the date of the **Injury** confirming the positive diagnosis of AIDS/HIV occurring within three (3) months of the **Period of Insurance**.

We shall not be liable to pay an amount under this benefit which is directly or indirectly consequent upon or contributed by;

- a. The diagnosis of HIV of any new employee who has not been employed continuously for a period of three consecutive months.
- b. HIV not contracted from an **Injury**.

5.8 Spouse and dependent children benefit

If an **Insured Person** suffers an **Injury** which results in **Accidental Death**, **We** will pay to the **Insured Person's** spouse or partner or legal personal representative of the **Insured Person's** estate the following additional benefits;

- a. Surviving Spouse or partner - \$5,000
- b. Dependent Children - \$5,000 per dependent child.

Subject to a maximum benefit payable per family of \$25,000

Additional Cover Applicable to this Policy

Exposure

If during the **Period of Insurance** an **Insured Person** is exposed to the elements as a result of an accident and within twelve (12) months of the accident they suffer from any of the **Events** stated in the Table of Events as a direct result of that exposure, they will be deemed for the purpose of this **Policy** to have suffered an **Injury** on the date of the accident.

Disappearance

If during the **Period of Insurance** an **Insured Person** is not found following the disappearance, sinking or wrecking of a conveyance in which they were travelling and their body has not been found within twelve (12) months after the date of the disappearance, sinking or wrecking of the conveyance, **Accidental Death** will be presumed in the absence of any evidence to the contrary. The **Accidental Death** benefit amount set out in the Table of Events – Section 1 – **Event 1** shall be payable to the beneficiary.

General Conditions

1. If an **Insured Person** suffers an **Injury** resulting in any one of **Event 2 to 9a**, **We** will not be liable under this **Policy** for any subsequent **Injury** to that **Insured Person**.
2. Benefits shall not be payable for more than one of **Events 1 to 19** in respect of the same **Injury**.
3. Benefits/Compensation payable to **Insured Persons** under eighteen (18) years of age for **Event 1** shall be as per the Benefit stated in the **Schedule** of Insurance unless otherwise specified.
4. Benefits shall not be payable:-
 - a. For **Events 20 and 21** in excess of a total period of one hundred and four (104) weeks in respect of any one **Injury**, unless otherwise stated on the **Schedule**;
 - b. For **Events 20 and 21** during the **Excess Period** stated in the **Schedule**, calculated from the commencement of the **Injury** and in an amount which exceeds the percentage of **Salary** stated in the **Schedule**;
 - c. Unless the **Insured Person**, as soon as possible after the happening of any **Injury** giving rise to a claim under this **Policy**, procures and follows proper medical advice from a **Doctor**;
 - d. For more than one of **Events 20 and/or 21** that occur for the same period of time.
5. If an **Insured Person** is entitled to receive;
 - a. A weekly or periodic disability benefit from any other **Policy** of insurance; and/or
 - b. A weekly or periodic disability benefit under any Workers Compensation Act, Transport Accident Act, Statutory compensation, or any ordinance or other legislation having similar effect; and/or
 - c. Weekly earnings from any other employment or occupation;then the amount of any benefit payable under this **Policy** will be reduced by the amount the **Insured Person** receives from any of the above.
6. If as a result of **Injury**, benefits become payable under **Event 20 and/or 21**, and while this **Policy** is in force, an **Insured Person** suffers a recurrence of **Temporary Total Disablement** or **Temporary Partial Disablement** from the same or related cause or causes, the subsequent period of disablement will be deemed a continuation of the prior period unless, between such periods, the **Insured Person** has worked on a full-time basis for at least six (6) consecutive months, in which case the subsequent period of disablement shall be deemed to have resulted from a new **Injury** and a new **Excess Period** shall apply.
7. All benefits shall be payable to the Insured or the **Insured Person's** legal/personal representative (**Direct Payment User**) and in such proportions as the Insured shall nominate.
8. If as a result of **Injury**, an **Insured Person** is entitled to a benefit under **Event 20 and/or 21** and subsequently becomes entitled to a benefit under **Events 2 or 3**, all benefits payable under **Events 20 and 21** shall cease from the date of such entitlement.
9. Compensation provided under this **Policy** shall only be payable to **Insured Persons** between the ages of 5 years to 100 years unless otherwise specified in the **Schedule**.

General Exclusions

We shall not pay benefits with respect to any loss, damage, liability, **Event** or **Injury** which:

1. results from an **Insured Person** engaging in or taking part in:
 - a. flying in an aircraft or aerial device other than as a passenger in an aircraft licensed to carry passengers;
or
 - b. training for or participating in **Professional Sport** of any kind; or
 - c. which results from racing and/or time trials of any form, other than on foot
2. results from any intentional self-injury, suicide or any illegal or criminal act committed by the Insured or an **Insured Person**.
3. 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;
4. results from the use, existence or escape of nuclear weapons material or ionising radiation from or contamination by radioactivity from any nuclear fuel or nuclear waste or from the combustion of nuclear fuel.
5. results from pregnancy or childbirth, except for unexpected medical complications or emergencies arising there from.
6. results from any Pre-Existing Medical Condition.
7. results from any expenses, the payment of which would constitute "health insurance business" as defined under the Private Health Insurance Act 2007 (Cth).
8. results from any expense that is eligible to be paid by Medicare, as such payment by **Us** is prevented by section 126 of the Health Insurance Act 1973 (Cth).
9. is directly or indirectly consequent upon or contributed by the diagnosis of AIDS/HIV occurring within three (3) months of the **Period of Insurance**, and/or, not contracted from an occupational **Injury**
10. is or results from or is a complication of infection with Human Immunodeficiency Virus (HIV) or any variance including Acquired Immune Deficiency Syndrome (AIDS) and AIDS Related Complex (ARC), other than under circumstances outlined in Section 5 Additional Benefits in respect of Occupationally Acquired AIDS/HIV
11. results from a sickness, illness or disease unless caused by **Injury**
12. results from an **Insured Person** being under the influence of alcohol or an illegal drug or there is more alcohol or drugs in the **Insured Person's** blood than the law permits.

General Provisions

Subrogation

In the event of any payment under this **Policy**, **We** shall be subrogated to all of the Insured's rights and the rights of an **Insured Person** to recovery against any person or entity other than another Insured or **Insured Person** protected by this **Policy** and the Insured and the **Insured Person** must execute and deliver any instruments and papers and do whatever else necessary to enable **Us** to secure such rights. Neither the Insured nor the **Insured Person** shall take action after any loss which will prejudice **Our** rights to subrogation.

Other Insurance

In the event of a claim the Insured and/or **Insured Person** must advise **Us** as to any other insurance that either may have covering the same risk.

Breach of Provisions

If the Insured or **Insured Person** is in breach of any of the conditions or provisions of this **Policy**, **We** may decline to pay a claim.

Aggregate Limit of Liability

- a. Except as stated below, **Our** total liability for all claims arising under this **Policy** during any one **Period of Insurance** shall not exceed the amount shown on the **Schedule** against Aggregate Limit of Liability.
- b. **Our** total liability for all claims arising under this **Policy** during any one **Period of Insurance** relating directly to air travel in aircraft whose flights are not conducted in accordance with fixed flying **Schedules**, over specific air routes, to and from fixed terminals (i.e. non-scheduled), shall not exceed the amount shown on the **Schedule** against Aggregate Limit of Liability in respect of non-scheduled air travel.
- c. In the event that claims are made under this **Policy** which exceed the above Aggregate Limits of Liability, **We** shall reduce the payments made with respect to each **Insured Person** in such manner as **We** may determine. Any determination as to the amount payable in these circumstances shall be made at **Our** entire discretion and shall not be the subject of any challenge of any kind.

Currency

All amounts shown in the **Policy** are in Australian Dollars (AUD)

Applicable Law

Any dispute arising under this **Policy** or concerning its formation shall be governed by the laws of Victoria. Each party agrees to submit to the jurisdiction of any Court of competent jurisdiction within Victoria 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 Court.

Assistance and Co-operation

The Insured and/or **Insured Person** shall co-operate with **Us** and, upon **Our** request, assist in making settlements, in the conduct of suits and in enforcing the right of contribution or indemnity against any person or organisation who may be liable to the Insured because of **Injury** or damage with respect to which insurance is afforded under this **Policy**. In that regard, the Insured and/or **Insured Person** shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The Insured and/or **Insured Person** shall not, except at their own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.

Cancellation of the Policy

The Insured may cancel the **Policy** at any time by notifying **Us** in writing. The cancellation will take effect at 4.01pm Australian Eastern Standard Time on the date **We** receive written cancellation. **We** shall retain a pro-rata proportion of the premium for the time the **Policy** has been in force and refund the balance to the Insured.

However, **We** will not refund any premium if **We** have paid a benefit under the Insured's **Policy**.

We may cancel this **Policy** in any of the relevant circumstances set out in the Insurance Contracts Act 1984 (as amended), such cancellation to take effect within sixty (60) days from the time of notification received by the Insured.

Claims

Notice of claim

The Insured or **Insured Person** entitled to claim under this **Policy** must give **Us** written notice of any occurrence which is likely to give rise to a claim within thirty (30) days or as soon as is reasonably practicable after the date of the occurrence. The Insured, **Insured Person** and/or **Direct Payment User** must at their expense give **Us** such certificates, information and other documentation as it may reasonable require. **We** may at **Our** own expense have any **Insured Person**, who is the subject of a claim under this **Policy**, medically examined from time to time.

Claims offset

Except for **Events** 1 to 19 inclusive, there is no cover under this **Policy** for any loss, damage, liability, event or **Injury** which is covered under any other insurance **Policy**, health or medical scheme or Act of Parliament or is payable by any other source. **We** will however pay the difference between what is payable under the other insurance **Policy**, health or medical scheme or Act of Parliament or such other source and what the Insured or the **Insured Person** would be otherwise entitled to recover under the **Policy**, where permissible under Law.

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.